



## MINUTES

### SELECT BOARD

05/11/2021

Present: Select Board Member, Heather Hamilton, Select Board Member Bernard W. Greene, Select Board Member Raul Fernandez, Select Board Member John VanScoyoc, Select Board Member Miriam Aschkenasy

5:30 pm remote meeting using the ZOOM virtual meeting platform

#### ORGANIZATION OF THE SELECT BOARD

Reorganization of Select Board leadership.

Town Administrator Kleckner reviewed the certified election votes.

Miriam Aschkenasy is the new Select Board member. The Board offered their congratulations

Chair:

On motion it was,

Voted to nominate Heather Hamilton as Chair.

Nominations are closed

On motion it was,

Voted to elect Heather Hamilton as Chair for the coming year.

Aye: Bernard Greene, Heather Hamilton, Raul Fernandez, John VanScoyoc, Miriam Aschkenasy

Vice Chair:

On motion it was,

Voted to nominate Raul Fernandez as Vice Chair for the upcoming year

Aye: Aye: Heather Hamilton, Raul Fernandez, John VanScoyoc, Miriam Ashkenazi

Against: Bernard Greene

Congratulations to Select Board member Miriam Aschkenasy, Chair Hamilton, Vice Chair Fernandez

#### ANNOUNCEMENTS/UPDATES

During the week of May 17 through 21st residents on the town's trash collection service are permitted to dispose of extra household trash alongside their town issued trash cart.

There is a Jewish Holiday next week; the board will rearrange their schedule.

### 3.A.

In Select Board

05/11/2021

Page 2 of 19

Board member Greene: Welcome to Miriam Aschkenasy, thanks to all the hard work provided by former board member Nancy Heller

Vice Chair Fernandez: the FCC is providing \$50 a month for qualified households to support broadband services; [fcc.gov/broadbandbenefits](https://fcc.gov/broadbandbenefits)

The Coolidge Corner theatre is reopening

The Puppet Showcase Theater is having a fundraiser

Board member VanScoyoc spoke on the Gerald Alston litigation adding this is a turning point; we all have not agreed on these two litigations, but I hope we do whatever we can to come to some kind of conclusion; I do want to be as helpful as I can.

#### PUBLIC COMMENT

1. Henyatta Gomez, a Brookline Firefighter made a statement about their Human Relations Committee; an intentionally diverse board of union members that deals with issues that fall outside the collective bargaining agreement between the Union and the town. This internal committee would be able to create a system of checks and balances within the membership as well as between labor and management that had not existed to address issues on race and diversity.
  2. Neil Wishinsky: Spoke on a new advocacy group called Brookline by Design that will review and address the towns zoning bylaws. It is a patchwork that is layered by amendments and is complex, and is not producing the kinds of outcomes that we really want. There has been a number of warrant articles at Town Meeting that have been put forward by citizens and other groups that we've been asked to pass and they have not gone through a real good structured planning process. Those are symptoms to the problem.
  3. Raj Dhanda spoke on the Gerald Alston case and the amount of money the Town spent on it. He asked the Board to settle the case within the next 60 days to move on.
  4. Paul Warren spoke on the Short Term Rental articles article 15 which contains the moderator's committee's recommendations that requires inspections be performed on the proposed short term rental prior to the issuance of a certificate of operation. A majority of the committee believes that this is the only way to confirm that all building health and safety requirements have been met. Article 17 does not require inspection be completed prior to the issuance of a certificate
  5. Donelle O'Neal: spoke on the host community agreements related to Marijuana licenses and asked how the money was dispersed.
  6. Deborah Brown spoke on the Gerald Alston case and requested to end the litigation
  7. Anya Ditkoff spoke as a member of the BHS member of the Brookline High School GSA, which is a student club with the goal of supporting LGBTQ+ students and staff in support of the PRIDE crosswalks.
  8. James Kinfdall spoke in support of the PRIDE crosswalks
  9. Erin Kosa spoke in support of the PRIDE crosswalks
  10. Mike Toffel spoke on the BHS graduation plan and non-response from the health department and the vaccine rates, we are nowhere near the rates we should be
  11. Heleini Thayer spoke on lodging houses and older regulations and how some of them appear to run like a short term rentals. These units have been around for a long time.
  12. Ade Ijansui spoke asked who is responsible for violations related to marijuana dispensaries
- Mel Kleckner replied it would be the towns responsibilities, he acts on the town behalf: The health Dept has developed plans for the graduation

### 3.A.

In Select Board

05/11/2021

Page 3 of 19

#### MISCELLANEOUS

Question of approving the meeting minutes from April 27, 2021.

On motion it was,

Voted to approve the minutes of April 27, 2021.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### GRANT

Question of accepting a grant from the Brookline Community Foundation to Mutual Aid Brookline in the amount of \$25,000 appropriated into account 5200SGA9482010 to continue their work addressing consistent food insecurity, childcare, and evolving need for direct financial assistance in the community.

On motion it was,

Voted to accept a grant from the Brookline Community Foundation to Mutual Aid Brookline in the amount of \$25,000 appropriated into account 5200SGA9482010 to continue their work addressing consistent food insecurity, childcare, and evolving need for direct financial assistance in the community.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### GIFTS

Question of accepting the following gifts for the Library Department's racial equity consultant:

\$20,000 from the Friends of the Brookline Public Library

\$40,000 from the Brookline Library Foundation

\$40,000 from the Brookline Library Trustees

On motion it was,

Voted to accept the following gifts for the Library Department's racial equity consultant:

\$20,000 from the Friends of the Brookline Public Library

\$40,000 from the Brookline Library Foundation

\$40,000 from the Brookline Library Trustees

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### GRANTS

Question of accepting the following grants from the Brookline Community Foundation to the Recreation Department for a total of \$32,000:

Recreation - Summer Camp Program, \$12,000 to partner with Brookline Center for Community Mental Health to better serve families in need of summer programming.

Recreation - Soule Early Childhood, \$20,000 to serve families impacted by COVID-19 in need of early

### 3.A.

In Select Board

05/11/2021

Page 4 of 19

childhood care so that parents can return to work.

On motion it was,

Voted to accept the following grants from the Brookline Community Foundation to the Recreation Department for a total of \$32,000:

Recreation - Summer Camp Program, \$12,000 to partner with Brookline Center for Community Mental Health to better serve families in need of summer programming.

Recreation - Soule Early Childhood, \$20,000 to serve families impacted by COVID-19 in need of early childhood care so that parents can return to work.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### AGREEMENT

Question of approving and authorizing the Chair or their designee to execute a Letter of Consent to allow for the assignment of an Agreement for the regional BlueBikes program between the Town and Motivate Massachusetts, LLC to Lyft Bikes and Scooters, LLC (LBS).

On motion it was,

Voted to approve and authorize the Chair or their designee to execute a Letter of Consent to allow for the assignment of an Agreement for the regional BlueBikes program between the Town and Motivate Massachusetts, LLC to Lyft Bikes and Scooters, LLC (LBS).

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for a Public Health Policy Analyst (T-06) in the Department of Public Health.

On motion it was,

Voted to approve the authorization to hire request for a Public Health Policy Analyst (T-06) in the Department of Public Health.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for the following positions in the Building Department:

3 Tradesperson - HVAC (MN-7)

On motion it was,

Voted to approve the authorization to hire request for the following positions in the Building Department:  
3 Tradesperson - HVAC (MN-7)

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

### 3.A.

In Select Board

05/11/2021

Page 5 of 19

#### AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for the following positions in the Library Department:

Full Time Library Assistant II at the Coolidge Corner Branch

Full Time Reference Librarian I at the Brookline Village Branch

Full Time Reference Librarian I at the Main Branch

On motion it was,

Voted to approve the authorization to hire request for the following positions in the Library Department:

Full Time Library Assistant II at the Coolidge Corner Branch

Full Time Reference Librarian I at the Brookline Village Branch

Full Time Reference Librarian I at the Main Branch

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### LICENSE AGREEMENT

Question of approving a License Agreement with Health Works for use of a portion of Babcock Street Parking Lot as an outdoor fitness space.

On motion it was,

Voted to approve a License Agreement with Health Works for use of a portion of Babcock Street Parking Lot as an outdoor fitness space.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### AUTHORIZATION TO HIRE

Question of approving the authorization to hire request for the Soule Early Childhood Director (T10) in the Recreation Department.

On motion it was,

Voted to approve the authorization to hire request for the Soule Early Childhood Director (T10) in the Recreation Department.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### CALENDAR

#### CHILDREN'S MENTAL HEALTH AWARENESS WEEK PROCLAMATION

Question of issuing a proclamation acknowledging and supporting Children's Mental Health Awareness Week.

Advisory Committee member Kim Smith requested this proclamation.

On motion it was,

Voted to issue a proclamation acknowledging and supporting Children's Mental Health Awareness Week.

### 3.A.

In Select Board

05/11/2021

Page 6 of 19

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### NATIONAL PUBLIC WORKS WEEK PROCLAMATION

Proclamation of the week of May 16-2, 2021 as National Public Works Week.

Commissioner Gallentine presented the proclamation. This is an annual observance and an opportunity to highlight the importance of our nation's public infrastructure and the core critical services provided by public works. This year's theme couldn't be more appropriate as we grew stronger together.

She took a moment to review the great efforts and services provided by the Department of Public Works.

The Board acknowledged their hard work and dedication.

On motion it was,

Voted to approve the Proclamation of the week of May 16-2, 2021 as National Public Works Week.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### LGBTQ+ MONTH PROCLAMATION

Issue a Proclamation to recognize June as LGBTQ+ Pride Month and painting PRIDE Crosswalks in Town.

Alex Deger reviewed that our colleagues in municipalities within Massachusetts and throughout North America and proclaiming the month of June, as LGBTQ+ Pride Month. The Town can demonstrate the commitment publicly through the painting of such PRIDE crosswalks in areas surrounding the Brookline High School, and surrounding elementary schools, if interested as well as by Town Hall.

On motion it was,

Voted to approve the Proclamation to recognize June as LGBTQ+ Pride Month and painting PRIDE Crosswalks in Town.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### COMPREHENSIVE PERMIT APPLICATION 108 CENTRE STREET PUBLIC HEARING

Presentation and Public Hearing on Project Eligibility application submitted by Hebrew Senior Life to construct 54 units of low-income housing at 108 Centre Street under Chapter 40B.

Attorney Jennifer Dopazo Gilbert began the presentation and offered a quick edit on the setbacks; there will be a 26.5 foot setback in the front of the building in response to the neighbors' concerns.

Overview:

- 100% affordable geared towards seniors
- Review of the need for senior affordable housing
- 54 -1 bedroom units floors 2-4; Ground floor community space

### 3.A.

In Select Board

05/11/2021

Page 7 of 19

- Review of building materials and sustainability – a FFF building
- Proposed connection to the Senior Center

Public Hearing:

1. Ray Iasiello spoke on concerns with asbestos in the building being demolished and the 5 mature trees on the property, hoping they will not be destroyed. Also, he is concerned with the parking limitations.
2. Frank McNulty spoke in support of the project. He supports their services and programs offered to the senior community
3. Anne Umansky a resident, said she feels blessed to live in this community and Brookline recognizes that the elderly are part of the community.
4. James Hills spoke in support of the project due to the convenience of the location for elderly residents.
5. Rosalie Weener, a resident of 122 Centre Street said that the Hebrew Senior Life housing property is a wonderful community, great location and the staff is exemplary.
6. Roger Blood spoke in support this because it is a great opportunity to add to Brookline's affordable housing stock.
7. Michael Zoorob spoke in support of this extraordinary project that adds 54 affordable units, public benefits, and a fossil fuel free building.
8. Ludmila Staroselsky spoke in support as a Russian resident of the Hebrew Senior Life property, this is a diverse community and everyone is treated the same.

Board member Greene spoke on green space and roof gardens, is there a way to incorporate greens into the building itself?

Board member Aschkenasy inquired about the parking; there are no new spaces proposed.

Ms. Glyman from Hebrew Senior Life responded, we are envisioning that there won't be a lot of additional staff because we have so many staff members on the campus that can serve. The residents in the new building, probably one or two additional staff people part time and we do currently have six spaces below 112 Center Street that are vacant. So we do have room to grow.

Board member Fernandez asked that the letter reflects the activities proposed as part of their program in connection with the senior center.

Board member VanScoyoc noted the expedited request.

Planning Director Alison Steinfeld added it is important that the applicant understand that even though it is a worthy project, it will go through a rigorous review process, and no matter what the Select Board says, or I say as Planning Director, it is ultimately the ZBA'S decision as to how to do it.

The fact of the matter is we just don't have the staff time or the ZBA members to be able to expedite this project, while we're dealing with literally five other 40B projects at the same time.

Board member Fernandez would like to see the language related to the historic structure. In this case, if this is something that is of some distinction between old and historic that needs to be made. In a town like Brookline, where anything that's still remaining is certainly going to be old, but is it historic?; I think asking these folks to design around this house essentially makes this project not viable and I'd encourage to see us take that reference out of the letter.

### 3.A.

In Select Board

05/11/2021

Page 8 of 19

#### COMMUNITY DEVELOPMENT BLOCK GRANT PUBLIC HEARING

Public Hearing and possible vote on the CDBG Advisory Committee's Recommendations for FY 2022 CDBG Funding

Joe Viola, Assistant Director for Community Planning noted that this public hearing is the final step in programming the town's FY22 Community Development Block Grant application. He provided a brief review of the process.

Public hearing:

1. Judy Katz spoke on behalf of the Steps to Success program; this program has been in place and funded through the CDBG since 2004 it successfully served hundreds of our low income minority students. We are not suggesting that CDBG funds be taken from other worthy programs, however, it's not too late for the town to recognize the damage that's been done as a result of the reduction of \$22k to this program. This will result in a reduction to provide jobs to Brookline students.
2. Karina DaRosa spoke in support of the Steps to Success program which has supported her throughout her schooling. She urged that the Work Connections for Youth funding cuts be restored; it is an important program for the community.
3. Emy Takinami spoke in support of the Steps to Success program and spoke on her experience in the program. The Work Connections program was helpful to her.
4. Rachel Goodman, Board Chair to Steps to Success said she was greatly saddened to learn that the CDBG Advisory Committee's recommendation was to cut \$20,000 of funding to Steps to Success. Now more than ever Steps need the full amount of funds requested to serve as many students as possible. She hopes the Town can fund alternative funding.

Town Administrators Kleckner reviewed that the Town will be receiving federal funding from the Recovery Act. He will try to find as much money as possible for the various needs the town has. We will try to maximize those federal dollars. One of my strategies has been to put the right projects in the right pocket for the right funding.

Mr. Viola explained a process to reallocate some funds.

The board spoke on a request for a public traffic light. Mr. Viola explained that this is related to accessible pedestrian signals. It's meant to be a way to provide sight impaired individuals with means to cross the street in a safe manner. This is eligible use of the funding.

Board member Aschkenasy asked if those low and moderate income communities are prioritized for these crosswalks. Mr. Viola responded when dealing with handicapped persons, they are considered a low income population, which is a HUD determination to address accessibility programs.

Board member Aschkenasy spoke in support of the Steps to Success program full funding request.

Board member Fernandez addressed the food insecurity line item. There were some funds allocated from various resources. Could their funding be reallocated to the Steps to Success?

Mr. Viola responded that the Board can do that.

Board member Greene spoke as a member of the CDBG Advisory committee noting that many other programs were cut; the requests where much larger than the funds available. He recommended not just looking at the Steps to Success program, but all the programs, mainly those that where cut in totality.

### 3.A.

In Select Board

05/11/2021

Page 9 of 19

Board member VanScoyoc noted the significant amount of federal funding; there will be a lot of moving parts associated with it. He agrees with Board member Green's recommendation to step back and do a holistic review.

Town Administrator reminded everyone that the federal funds will be over after a period of time.

Board member Aschkenasy supports the reallocation moving \$20,000 from the Brookline Food Pantry to make whole the Work Connections for Youth program. This is the perfect opportunity to do that because one of the reasons that we are putting this money into the CDBG right now is because of Covid, so we can backfill that need with the Covid money we are getting.

Board member Greene added that there are a lot of organizations looking for these funds. One being the Brookline Housing Authority. If we move around money from the food pantry and that will not hurt them, I support that. This is not a money tree, and we need to be careful as we make our plans.

On motion it was,

Voted to move \$21,000 from the Covid 19 programming, Food Pantry security line item to the Work Connections for Youth Steps too Success line item.

Chair Greene reiterated his concerns and proposed dividing up these funds among those programs that could use it.

Aye: Heather Hamilton, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

Abstained: Bernard Greene

On motion it was,

1. To approve the submission of the fiscal year 2022 CDBG annual action plan to the US. Department of Housing and Urban Development

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

2. To authorize the Chair to execute the Application for Federal Assistance (SF-424) and other certifications required for submission of the Annual Action Plan

3. To authorize the Director of Planning and Community Development to execute any Environmental Review documents required for federally funded projects on behalf of the Town

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### RECREATIONAL CANNABIS DISPENSARY LICENSE - MISSION, INC.

Presentation of options for diversifying the retail cannabis industry in Brookline.

Discussion and possible vote on the approval of the application of Mission Inc., 1024 Commonwealth Avenue, the approval of license conditions, and approval of the manager, Derek Stewart, VP Retail Operations, for a Select Board Recreational Marijuana Retailer License.

Town Administrator Kleckner introduced Monique Baldwin, Cannabis Coordinator, to present an

### 3.A.

In Select Board

05/11/2021

Page 10 of 19

overview on the proposed framework regarding creating an exclusive period for priority applicants for a certain period of time. This framework is really just going to help us acquire the types of applicants that we do want to see here in Brookline, with specific reference to retail cannabis.

- 2 options
- Raise the cap for marijuana retailers and implement a policy that has an exclusive period for those types of applicants that we would like to see. Raising the cap that would include a town meeting amendment to Article 8.37 of the town's general by law.
- Not raise the cap and have a policy in place for priority applicants in the event that a marijuana retailer ceases operations for whatever reason.

With either of the two options, we are working to identify and reduce barriers to entry regarding our local process. Our local process includes three steps. The HCA agreement, zoning and the licensing process.

Review of available license types. (12) We can really only accommodate easily in terms of feasibility, the retailers, as well as the social consumption licenses that that would be the easiest for anyone to come and do just in terms of feasibility; we are not saying they can't come into Brookline, but realistically the marijuana retailers, and the consumption licenses are the most sought after licenses. The State is not ready for social consumption.

Review of which applicants the Cannabis Control Commission (CCC) gives preference to.

First Associate Town Council Patty Correa added that while the applications period at the CCC to become an economic empowerment applicant has closed, those licensees carry that status when they apply to open a business and other communities. So it could be that they applied to be an economic empowerment licensee in Holyoke, they get that status then they apply to open a shop in Cambridge or Brookline, or wherever with that status.

Board member Fernandez would like to figure out what the best way forward for the economic empowerment applicants and the social equity applicants. I'd like to know the racial breakdown of those applicants who've already received that designation from the CCC; it would seem to me that the economic empowerment folks would be more likely to be folks communities of color. Unfortunately, one of the things that we've seen is when there are policies that seem to provide a leg up for communities of color, sometimes there are other barriers like local preference.

Board member Aschkenasy added someone wrote in the Q&A that social equity applicants and economic empowerment applicants must not reside in Brookline. If they live in Brookline they would not get approved by the CCC because Brookline is not an area of disproportionate impact.

Ms. Correa added that they can get their license elsewhere and move around.

Board member VanScoyoc spoke on the fairness to applicants already approved by the CCC and in our process. If we didn't say at the beginning that you might be denied a license at the end if you do not qualify or have some representation of minority presence in your board or etc. So that points in the direction of we should add a couple more licenses and set them aside for social equity applicants and economic empowerment applicants. Do we want those applicants to be first come first served?

Comments:

### 3.A.

In Select Board

05/11/2021

Page 11 of 19

1. Cindy Lee, Babcock St. spoke on concerns with traffic, litter, property damages, etc. She proposed a detailed officer at the site paid with HCA funds, and an appointment only business plan with reduced hours in the beginning. She would like to see a minority applicant and expressed concerns with the proximity to the charter school and a substance abuse facility.
2. Jonathan Lau noted that he has been in the application process with the CCC and was denied because he is a Brookline resident. Brookline is basically at a crossroads. Right now, there are only two available licenses remaining with both applicants seeking approval all being Caucasian owners. The time for Brookline, to ensure commitment to racial equity and those affected by the war on drugs is now. Forefront has spent less than \$10,000 on their project, is the town really worried about a \$10,000 lawsuit. Forefront already has locations. There is no way to justify choosing an out of state operator that operates in five states and already has two locations in Massachusetts; they have no support from the residents or businesses. JLO and Co has now over 500 resident's signatures and over 20 businesses in the area that supports them.
3. Donelle O'Neal spoke to some CCC Commissioners in 2017 asking them how minorities can get involved in this business. Long story short, they said it's up to the town municipality. The 27.4% minority population in this town is still invisible; you have a minority applicant from this town. How could the current applicant get an HCA back then when there was no public outreach in this town? There's a reason why the racial equity advancement from the original language that was written, it was to help minorities in this town because we were not on that list.
4. Brian Matthews said once again you are going to kick the can down the road. I stayed in this town because I've seen it progressing in so many other ways, but yet here we are so far behind here. I just don't understand why we're sitting here and really not seeing this in real time.
5. Ade Ijanusi added that right now, factually, white owned businesses have 50% of the licenses given out. If you give Mission the license that is 75%, so why do we keep saying it's for minorities and to wait until you come up with a solution.
6. Scott Wilson, manager of 1022 Commonwealth LLC, a former retail operator at this property. We have been a diverse landlord since we owned this building. We chose to put Mission into this property because of their history and their professionalism. It is not as simple as most people think to make money as a retailer, whether it's in the marijuana business or any business. Our block has been devastated by the Covid virus, we lost two restaurants who handed us the keys, who had put over a quarter of a million dollars each into building, even with a 40% to 50% discount in rent offered by us, they could not stay open. We chose Mission because we need the exciting creative merchandiser to draw people to the block because there is a very diverse group of merchants who are there and need the business.

Board member Fernandez noted that the current applicant has been in the process, and perhaps the way to go is to increase the number of licenses. John Lau is not a social equity applicant, not that I'm going to make policy to benefit one particular business, but he wouldn't be eligible for a license anyway if we create a policy around economic empowerment.

Board member VanScoyoc expressed concern on the legality if we interrupt a process that we have been encouraging along and then all of a sudden we say sorry, we should have said at the beginning that we don't think we should give this to you, unless you're a minority applicant.

Ms. Baldwin added that the next applicant is proposed to be next door. The applications were submitted prior to changes at Town Meeting; they are grandfathered to be at this location in close

### 3.A.

In Select Board

05/11/2021

Page 12 of 19

proximity.

Mike Ross, applicant, shared that prompted by comments two weeks ago, they revised their diversity and inclusion plan, also 10 percent of the company is owned by employees creating tremendous diversity. Dr. Gellenaue, Brookline's Director of Diversity, Inclusion and Community Relations approved their diversity plan.

Gabriel Mendoza, Mission Executive Vice President spoke on his success with the company as a minority employee. He spoke on changes the company made to increase minority participation in their business, and extended the contract with Tito Jackson to formulate the plans.

Tito Jackson, Mission's consultant reviewed that this was well heard not only from this board, but the voices from the community and those folks who are rightfully pushing for there to be equity when it comes to this opportunity. He reviewed the employee diversity plan that includes minority management, workers and contracted services.

The board was in agreement to ask Town Meeting to provide additional cannabis licenses in Brookline with the purpose of reserving those for minority applicants.

On motion it was,

1. Voted to approve the license conditions for Mission Incorporated at 1024 Commonwealth Avenue

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

2. Voted to approve the manager Derek Stewart, Mission Incorporated at 1024 Commonwealth Avenue

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

3. Voted to grant Mission Incorporated at 1024 Commonwealth Avenue, a Town of Brookline marijuana retail license

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### WARRANT ARTICLES

Further review and possible vote on the following Warrant Articles for the 2021 Annual Town Meeting:

WA 9 - Budget

WA 10 - Budget Amendment

WA 11 - Indigenous People's Land Acknowledgement at Town Meeting

WA 14 - Short Term Rentals (formerly Article 9)

WA 15 - Short Term Rentals (formerly Article 10)

WA 16 - Short Term Rentals (formerly Article 11)

WA 17 - Short Term Rental Alternative

WA 26 - Fossil Fuel Free Incentives

WA 32 - CPA Committee

WA 38 - Fisher Hill Affordable Housing

WA 39 - Babcock St Parking Lot Affordable Housing

### 3.A.

In Select Board

05/11/2021

Page 13 of 19

#### WA 9 - Budget

Melissa Goff, Deputy Town Administrator reviewed that one of the recommendations per the School Committee's decision is to provide additional support to the building department and then the School Department has also identified additional funding in the group health budget which we have recommendations for allocation on that. The Advisory Committee is looking for more information and wanted to hear the board's position on the social services program. They debated what the position looked like, why are they creating a department and recommend moving the money into the Select Board's budget in the services line item.

The School department originally had a gap of about \$5 million and they've been steadily working to address that gap. Part of the issue with the budget is that they are using some of their federal funding to essentially meet their projected budget, which did cause a lot of concern on the advisory committee and frankly we're also concerned about the use of one time money for recurring revenue, but ultimately the decision on using federal funds is a school committee decision not a town meeting, at this point, the current recommendation for town funds for the school department is \$119,870,476. The Advisory Committee adjusted the school maintenance budget as presented in the materials.

Town Administrator Kleckner reviewed the social services aspect which he viewed as a hybrid approach, not what the task force suggested, necessarily, but I think it was close. I felt, and the more I thought about it, I saw a position in Somerville that was similar where it was designed to try to get some boots on the ground. Some people, or a person who was there to help create a proposal around a social service network like this. I was intrigued by that, and I still think it's a good idea. I haven't thought it through 100%, but I am happy to talk to the Advisory Committee more about my thoughts. I know the task force is suggesting putting actual social workers in place in various departments and there is probably is a need for that, but I thought maybe for a year, we try to map out what this program is. In the event that we could take services away from police at some point in time we have to have a structure to do that, so that's really what I was responding to. I feel this presented some common ground between the two police committees.

Select Board member Greene added the common ground is that we agree that we need social services; the structure of that is where the differences are. My committee said that we have a structure in town, and it's no need to build another one.

Board member VanScoyoc expressed concerns on creating a department without even studying if creating a department is the best way to go. He supports a consultant's recommendations and assessment of social service needs, and how they are currently met and identify gaps.

Chair Hamilton would like to see a plan and then expand upon that.

Board member Fernandez added that the task force took up a budget amendment that looked just about exactly like what the town administrator has now proposed and supported it unanimously. He reminded everyone that there is large public support in the community to expand social services.

Board member Aschkenasy added they all agree in providing more social services to the people of Brookline. And I think that if the town Administrator found a way forward to do that, then we should take that way forward. So I applaud you for doing that, Mel. I think as long as we keep in mind that this is for the betterment of the people of Brookline. In the end, they have made it very clear that this is something they want, and then we as a Select Board have a duty to try to accomplish that.

### 3.A.

In Select Board

05/11/2021

Page 14 of 19

The Board spoke about the proposed position, would it be permanent at the beginning, maybe not a permanent position. What would the natural progression be? It is envisioned that this person would work closely with the consultant. This is a commitment to continue down the path.

Board member Aschkenasy added that they have to get started on this, and is especially pressing because of the pandemic that has really laid bare the acute need for some of these interventions in our community and the further we kick this can down the road the worse the situation gets for these people of Brookline.

Board member Greene expressed concern there is no name for the proposed person, and in effect we're hiring two consultants, that does that make any sense to me, maybe Town meeting will come up with something that does make sense.

On motion it was,

Voted 5-0 Favorable Action on Article 9 on the Advisory Committee motion with the following amendment to Table 2:

MOVED:

To amend Table 2 of the Advisory Committee's budget motion so that the Select Board budget categories are allocated as follows:

Department/Board/Commission	Personnel Services/ Benefits	Purchase of Services	Supplies	Other Charges/ Expenses	Capital Outlay	Agency Total
Select Board (Town Administrator)	894,122	60,880	3,048	7,900	2,155	968,105

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### WA 10 - Budget Amendment

Melissa Goff, Deputy Town Administrator reviewed that the petitioner had tried to remedy some deficiencies in the article that the moderator had ruled were out of scope. Ultimately, the solution is to file a special town meeting so article 10 is no longer needed because the special time meaning has been filed. So the recommendation under Article 10 is currently no action.

On motion it was,

Voted 5-0 No Action on Article 10.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

#### WA 11 - Indigenous People's Land Acknowledgement at Town Meeting

Melissa Goff, Deputy Town Administrator updated that the Advisory Committee incorporated the statement into the article itself. The Board is to determine whether to reopen the vote and consider the AC recommendations.

### 3.A.

In Select Board

05/11/2021

Page 15 of 19

Board member VanScoyoc added the Town Counsel has advised against the reading in term of implications for titles to land. This concerns me and I am in sympathy with the idea of the statement however it reads, that the land was taken from them by force. And we acknowledge it's not ours, and I'm not a lawyer, but this is a legal concern.

Board member Aschkenasy added that Harvard University has had a land acknowledgment for years. I challenge anyone to find an actual case that resulted in a lawsuit due to a land acknowledgment. I think what this does is it places us in history in a really important way and it says something about who we are as a town and what we believe and whether we acknowledge it or not, it is still historical fact. I think it's really important and I really support it.

Petitioner Maya Norton updated the Board that the AC is currently revising the article again. She noted that Town Counsel has made statements that our land acknowledgement does not meet the criteria for land acknowledgement; there are no criteria for land acknowledgement. It's not a legal document, with respect that is an opinion.

On motion it was,

Voted to reconsider Article 11.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

On motion it was,

Voted 5-0 favorable action on the motion submitted by the petitioner.

The board remained with their original vote at this time.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

WA 14 - Short Term Rentals (formerly Article 9)

WA 15 - Short Term Rentals (formerly Article 10)

WA 16 - Short Term Rentals (formerly Article 11)

WA 17 - Short Term Rental Alternative

Paula Friedman, Short-term-Rental (STR) Committee Chair spoke on articles 14-16. She provided a brief review of the committee's process and progress. Article 15 has received overwhelming support from the zoning bylaw committee, the planning board the Advisory Committee planning and regulation subcommittee and the full advisory committee and town departments.

Committee member Chris Dempsey spoke on article 17 which he felt was too broad and offered a revised version. The Dempsey motion and article 15 are pretty similar, but the Dempsey motion offers more flexibility.

Chair Hamilton relayed that the key differences are, number of people allowed, how condos are treated, number of days, and fire and building inspections.

Chris Dempsey added that his motion under 17, requires the condo association to certify the STR. It just approaches that certification in a different way, by saying that the STR is not prohibited by the condo documents, rather than requiring that the condo documents be changed to allow STRs.

On the issue of inspections, the Dempsey motion absolutely supports inspections, if that is the will of

### 3.A.

In Select Board

05/11/2021

Page 16 of 19

town staff and the Select Board. It just doesn't require it. But if the fire department says that they should be required, then the Select Board and town staff retained full authority to require inspections before they issue a certification.

Committee member Paul Warren spoke on the impact on affordable housing, there is a significant impact, especially taking those most affordable, unstressed subsidized units in Brookline, the single bedroom in either a family home or a condominium. There is a tipping point where that leads long term rooms. The inspections are absolutely an important issue; Article 15 requires it, Article 17 does not require it.

Chris Dempsey reiterate that relating to notifications and inspections that the Dempsey motion under 17 provides the Select Board in town staff with the ability to set those terms.

On motion it was,

Voted 3-2 Favorable Action on Article 17 ( the Dempsey motion)

Aye: Heather Hamilton, Raul Fernandez, Miriam Aschkenasy

Against: Bernard Greene, John VanScoyoc.

Voted 1-4 Favorable Action on the Article 17 as offered by Linda Pehlke \*motion fails

Aye: John VanScoyoc

Against: Heather Hamilton, Bernard Greene, Raul Fernandez, Miriam Aschkenasy

WA 14 - Short Term Rentals (formerly Article 9)

On motion it was,

Voted 5-0 favorable action on article 14 as offered by the Advisory Committee

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

WA 15 - Short Term Rentals (formerly Article 10)

On motion it was,

Voted 3-2 No Action on Article 15

Aye: Heather Hamilton, Raul Fernandez, Miriam Aschkenasy

Against: Bernard Greene, John VanScoyoc.

WA 16 - Short Term Rentals (formerly Article 11)

On motion it was,

Voted 5-0 favorable action on Article 16 as offered by the AC.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

Contingent motion offered by the Advisory Committee only if article 14-17 do not pass at Town Meeting

Ms. Goff reviewed that this would make it very clear that they're not allowed. There's a question of the fact that it's absent in our bylaws, there's some ambiguity as to whether or not it's legal. This would make it clear that it was not.

### 3.A.

In Select Board

05/11/2021

Page 17 of 19

Board member Greene added isn't this in response to a lawsuit; if the lawsuit wins and we haven't any regulations and it becomes some sort of the wild wild west with the respect to short term rentals.

Board member Fernandez does not support the contingency offer.

Board member Aschkenasy feels this is too prescriptive.

Ms. Goff added that most likely the Building Commissioner's enforcement of short term rentals would change under a failed Town Meeting vote. So I think that the Advisory Committee motion essentially kind of solidifies that so that there's no question about the enforcement.

On motion it was,

Voted 2-3 favorable action on the contingent motion under Article 14 \*motion fails

Aye: Bernard Greene, John VanScoyoc.

Against: Heather Hamilton, Raul Fernandez, Miriam Aschkenasy

WA 26 - Fossil Fuel Free Incentives

WA 32 - CPA Committee

WA 38 - Fisher Hill Affordable Housing

WA 39 - Babcock St Parking Lot Affordable Housing

WA 26 - Fossil Fuel Free Incentives

On motion it was,

Voted 5-0 to reconsider article 26.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

On motion it was,

Voted 5-0 favorable action on supplement 1 as offered by the petitioner on Article 26

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

WA 32 - CPA Committee

Ms. Goff noted that the board wanted to wait until after the election. The CPA has passed and now we need a committee.

The Board discussed the presence of a Housing Advisory Board (HAB) member seat on the committee. HAB Chair Roger Blood spoke in support of this as a complimentary relationship with the Housing Authority seat.

On motion it was,

Voted 5-0 favorable action on the AC motion that adopts the earlier motion proposed by the HAB which reduced 1 at-large seat and specified a seat for a member of the HAB.

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

### 3.A.

In Select Board

05/11/2021

Page 18 of 19

WA 38 - Fisher Hill Affordable Housing

WA 39 - Babcock St Parking Lot Affordable Housing.

Petitioner Deborah Brown reviewed that this is a request to do a study on two sites for affordable housing.

Chair Hamilton said she is very torn after sitting on the Kent Street lot affordable housing study committee, I learned it is a difficult and complicated process and the finance is a deterrent.

Board member VanScoyoc agrees. For Article 38 we heard possible school use and other municipality uses. I know it is just a study, but a study of housing when there isn't a study of school use, when there isn't a study of outdoor recreational use, etc. It just it tilts the playing field towards one particular use, and I don't think that's what we committed to doing. On article 39 is it financially feasible to have an affordable housing development on a municipal parking lot.

On motion it was,

Voted 3-2 No action on article 38

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc.

Against: Raul Fernandez, Miriam Aschkenasy

On motion it was,

Voted 3-2 No action on article 39

Aye: Heather Hamilton, Bernard Greene, John VanScoyoc.

Against: Raul Fernandez, Miriam Aschkenasy

#### SPECIAL TOWN MEETING WARRANT

Discussion and possible vote to execute a Special Town Meeting within the 2021 Annual Town Meeting for the purpose of considering a citizen petition to utilize Town funds to support the Brookline Housing Authority.

Question of waiving the notification requirements of Sections 2.1.2 through 2.1.4 of the town By-laws and executing the Warrant in connection with the Special Town Meeting to be held within the 2021 Annual Town Meeting.

Chair Hamilton asked about how the town can spend the recovery funds, it is unclear at this point.

Petitioner Deborah Brown added that she is after getting Wi-Fi and repairing some units within the Brookline Housing Authority.

Ms. Goff reviewed the process. The recommendation, currently, if all things work the way that we hope that they will would be for the resolution to move forward and for the appropriation article to not move forward. So, we wouldn't be disrupting the general fund budget. We would be looking to use the federal money so there wouldn't be a need to take action on article 2. It would just be to make sure that the language under Article one meets the intent of the petitioners.

### 3.A.

In Select Board

05/11/2021

Page 19 of 19

Town Administrator Kleckner added that there is no definitive answer on how those funds can be spent at this point.

On motion it was,

Voted: To call a Special Town Meeting on Tuesday, May 27, 2021, at 7:30 p.m. via Zoom; to waive the requirements of Sections 2.1.2 through 2.1.4 of the Town's By-Laws; to open and close the Warrant; and to insert in the said Warrant the following articles:

#### ARTICLE 1

WHEREAS, Brookline is an affluent community, but 12% of its residents live below the poverty level. Over 30% of its residents struggle to pay their bills. Senior single women and women head of households are especially vulnerable;

WHEREAS, this Warrant Article is about Brookline's humanity and our willingness as a community to help those most in need;

WHEREAS, this Warrant Article seeks to bridge the gap between our aspirations as a progressive community and to actually provide essential services for some of our most vulnerable residents;

WHEREAS, this Warrant would appropriate \$765,000 to repair a fraction of Brookline Housing Authority's (BHA's) worst state funded housing units (25 of 375), and to ensure that all BHA residents have access to WIFI;

THEREFORE, the undersigned petitions that the Select Board schedule a Special Town Meeting to vote to approve funding safe housing and WIFI at BHA 11 properties within the time limit prescribed in MGL Ch 39 section 10; and

That Town Meeting urges that the Select Board work with the Brookline Housing Authority to identify funding sources like federal stimulus dollars and other Town funds.

The actual warrant article reads as follows:

#### ARTICLE 2

Moved:

To amend the FY 2022 budget, making the following appropriations:

\$140,000 or any other sum to be expended under the direction of the Town's Information Technology Department with any necessary contracts to be approved by the select board for increased internet access capacity in various locations in Brookline prior to the beginning of the academic year: and

\$625,000 under the direction of the Planning Department with any necessary contracts to be approved by the Select Board for repairs to low- and moderate-income housing in Brookline as soon as practicable.

Total: \$625,000 + \$140,000 = \$765,000

Aye: Heather Hamilton, Bernard Greene, Raul Fernandez, John VanScoyoc. Miriam Aschkenasy

There being no further business, the Chair closed the meeting at 11:05 pm.

ATTEST



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**  
**WATER AND SEWER DIVISION**

*Erin Chute Gallentine*  
Commissioner

*Frederick W. Russell, PE*  
Director

## **Memorandum**

---

To: Select Board  
From: Erin Chute Gallentine, Commissioner  
Frederick W. Russell, PE, Director  
Date: May 14, 2021  
Re: Contract No. PW/18-22 Sewer System Rehabilitation  
Extra Work Order #1 – Close Out  
Green Mountain Pipeline Services, LLC

I respectfully recommend approval of an extra work order for Green Mountain Pipeline Services, LLC in the amount of \$2,040 to compensate for additional unit costs of linear sewer pipe lined and to close out contract PW/18-22 for Sewer System Rehabilitation.

The original Contract PW/18-22 with Green Mountain Pipeline Services, LLC totaled \$1,485,700.00 for the cured-in-place pipe (CIPP) lining of sanitary sewer mains. The CIPP contract provided for the lining of approximately 54,200 linear feet of sewer main. Quantities for the project were derived from the Town's GIS system. Green Mountain Pipeline Services LLC provided cost effective and responsive bid prices. The Sewer Lining Project Contract is part of a 14 year project to line all of the sewer mains in Town.

Funding for this extra work order, in the amount of \$2,040 and to close out this contract, is available in sewer code 4997C200-6C0005 specifically designated for this work.

# Town Of Brookline

## Contract Amendment Approval Form

Department: Water & Sewer Division

Contract #: PW /18- 22 Sewer System Rehabilitation Project

Vendor Name and Address: Green Mountain Pipeline Services, LLC

Change Order/Extra Work Order #: 1

Purchase Order #: \_\_\_\_\_

Amount of Amendment \$ 2,040.00

Purpose of Amendment:

<b>Description:</b>	
	Additional cured-in-place-pipe (CIPP) lining of sanitary sewer mains

Coding:

Org #	Org Name *	Acct #	Acct Name	Amount
4997C200		6C0005		\$2,040.00

- For "K" or "C" accounts, please call it "CIP", preceded by your Dept (e.g., 4909K001 would be "DPW CIP").

Department Head: \_\_\_\_\_

Date 5/17/21

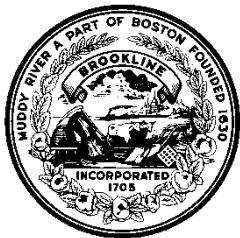
### Comptroller and Purchasing Approvals

Funds Available/Codes Correct MA  
Comptroller

5-17-21  
Date Approved by Comptroller

Complies with Appropriate Procurement Law [Signature]  
(MGL ch 149, ch 30 30 30M, or ch 30B) Purchasing

5/17/21  
Date Approved by Purchasing



**TOWN OF BROOKLINE**  
*Massachusetts*  
**DEPARTMENT OF PUBLIC WORKS**  
**WATER AND SEWER DIVISION**

*Erin Chute Gallentine*  
 Commissioner

*Frederick W. Russell, PE*  
 Director

## **Memorandum**

---

To: Select Board  
 From: Erin Chute Gallentine, Commissioner  
 Frederick W. Russell, PE, Director  
 Date: May 14, 2021  
 Re: Contract No. PW/21-15 Water System Improvements

I respectfully recommend approval of DPW Contract PW/21-15 Water Distribution System Improvements in the amount of \$1,448,859.20 to AD Paolini, LLC for the installation of a new 12-inch water main on Hammond Street.

Bids were received for the Hammond Street Water System Improvements Project, Contract PW/21-15, on March 17, 2021. All bids have been checked for accuracy and completeness to ensure that all of the bidding documents were submitted in accordance with the advertisement for bid as well as the contract requirements.

The Town received thirteen (13) bids for the installation of a new 12-inch water main on Hammond Street. The three lowest bidders and their respective bid prices are as follows:

<u>Contractor</u>	<u>Total Bid Amount</u>
AD Paolini LLC	\$1,448,859.20
C. Naughton Corp.	\$1,727,839.50
Five Oaks Construction Co.	\$1,742,892.40

The bid submitted by the low bidder, AD Paolini LLC is in conformance with the requirements of the bid documents and the required attachments were submitted.

Project reference lists provided with AD Paolini LLC's bid were contacted to verify their performance with regard to quality of workmanship, work schedules on prior projects, submittal and change order processing, cooperation, and overall satisfaction. Based on the feedback obtained from references AD Paolini LLC has the experience to perform the work.

Based on this information, it is my recommendation that the Town award the contract to AD Paolini LLC as the lowest responsive bidder for the Hammond Street Water Distribution System Improvements. Attached please find a contract with AD Paolini LLC in the amount of \$1,448,859.20 for your approval and execution.

# Town Of Brookline

## Contract Coding Approval Form

Department: DPW/Water & Sewer CIP Prepared by: FWR

Contract # and Name: PW 21-15 Installation of 12 Inch Water Main

Vendor # and Name: #51240 AD Paolini LLC

Amount of Contract: \$1,448,859.20

Purpose of Contract:

Description: Installation of a new redundant 12-inch water main along Hammond Street, from Heath Street to Laurel Road to improve water quality and fire protection.

### Coding:

Org #	Org Name *	Acct #	Acct Name	Amount
4997C206	Water System	6C0004	Water Sys. Imp.	\$1,448,859.20

\* For "K" or "C" accounts, please call it "CIP", preceded by your Dept (e.g., 4909K001 would be "DPW CIP").

Department Head:  Date 5/17/21

### Comptroller and Purchasing Approvals

Funds Available/Codes Correct MD  
Comptroller

5-17-21  
Date Approved by Comptroller

Complies with Appropriate Procurement Law   
(MGL ch 149, ch 30 30 30M, or ch 30B) Purchasing

5/17/21  
Date Approved by Purchasing

3.D.



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

Daniel Bennett  
Building Commissioner

**TO:** Selectboard/ School Committee

**FROM:** Ray Masak, PE Project Manager

**SUBJECT:** Brookline High School- Amendment 22  
WRA Design Services (FY 19)

**DATE:** May 10, 2021

On the Calendar this week, the Building Department is requesting the approval of an amendment for designer services for the subject project in the total amount of \$14014.

The appropriation for this contract was approved by Town Meeting as part of the overall CIP for FY19. This amendment is for additional testing services around the new STEM addition and design services to incorporate provisions in and around the platform to allow the MBTA to replace the 4<sup>th</sup> portal to minimize rework of the platform. Refer to the Hill memo dated May 4, 2021 and the Rawn memo dated May 4, 2021 for further explanation of services.

The Building Department will be available to answer any questions. Thank you for your consideration.

TOWN OF BROOKLINE  
333 Washington Street, Brookline, Massachusetts 02445

## PURCHASE ORDER CHANGE FORM

INVOICE DATE: 07-May-21

TO:	William Rawn Associates, Architects, Inc 10 Post Office Square, Suite 1010 Boston MA 02109
-----	--

Purchase Order Number

21803108

Vendor Number

53540

PAYMENT AMOUNT

\$14,014.00

BUDGET 14,838,648.00  
BALANCE 10,511,543.22

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		524003

FOR: Brookline High School Expansion

Amendment	Date	
22	4/28/2021	Additional Design and Testing Services

AMOUNT  
\$14,014.00

## BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

## SELECT BOARD

APPROVAL OF:

Bernard W. Greene, Chairman

Miriam Aschkenasy

Heather Hamilton

Raul Fernandez

John VanScoyoc

## SCHOOL COMMITTEE

APPROVAL OF:

Mary Ellen Normen, Assistant Superintendent For Administration and Finance



Hill International, Inc.  
75 Second Avenue, Suite 300  
Needham, MA 02494  
Tel: 617-778-0900  
Fax: 617-778-0999  
www.hillintl.com

May 4, 2021

Mr. Ray Masak, P.E.  
Project Manager  
Town of Brookline Building Department  
333 Washington Street  
Brookline, MA 02445

Re: William Rawn Associates Amendment Request #22

Dear Mr. Masak:

We have received and reviewed WRA's Amendment #22 in the amount of **\$14,014** which requests additional services as summarized below:

**Scope 1:** Soil characterization around STEM originally occurred prior to STEM enabling work was completed Summer 2019. When Skanska began final subgrade excavation for hardscape within the past month, some of the backfilled insulation material installed during enabling became co-mingled with the soil. Therefore, the landfill has required that McPhail re-test the soil with the insulation co-mingled and issue another disposal package to determine if they can accept this differing soil condition or if another landfill would have to be chosen to accept it. McPhail has already collected the additional soil samples as of April 27<sup>th</sup> and is expediting the results from the laboratory.

**Scope 2:** After continued requests from MBTA, decision was made to allow provisions in the new platform for MBTA to replace the 4<sup>th</sup> portal in the future and minimize re-work of the platform. Hill and ToB discussed having AECOM proceed with designing a box-out zone and re-routing new rebar and conduits. This approach would leave an area clear where the MBTA could more easily install portal foundations and new steel portal on their own in the future.

Hill recommends approval of the \$14,014 Amendment #22.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Andy Felix".

Andy Felix  
Project Director

WILLIAM RAWN ASSOCIATES | Architects, Inc.

10 Post Office Sq.  
Suite 1010  
Boston, MA 02109  
t. 617.423.3470  
www.rawnarch.com

Ray Masak  
Project Manager  
Town of Brookline Building Department  
Brookline Town Hall  
333 Washington Street  
Brookline, MA 02445

April 28, 2021

Project Name: Brookline High School Expansion Project

Re: **Contract Amendment #22** *OKM*

CC: Andy Felix, Sam Lasky

*Additional Service Proposal for:*

1. *Geotechnical Services for*
2. *4<sup>th</sup> MBTA portal frame: Platform design adjustments for future construction*

Dear Ray,

We would like to present the following additional service proposal to the Brookline Building Commission during the upcoming May meeting.

**Scope #1: Environmental Soil Analysis for Gilsulate Material Left in the Soil After the STEM enabling Project**

Based on conversations with Skanska, insulation material reported to be Gilsulate, (placed around a steam line installed adjacent to Greenough Street during STEM enabling) is now intermixed with pre-characterized soil. McPhail will collect a representative sample of the mixed Gilsulate and soil and submit to a lab for analysis. McPhail will provide Skanska with test results. Skanska will in turn relay the information to the Saugus disposal facility where the soil is planned to be deposited. Please see McPhail's formal proposal (attached).

*McPhail Fee: \$6,800*

**Scope #2: Platform Design Modifications for Future Placement of 2 Foundations for a New OCS Portal**

Per ongoing negotiations between the Town of Brookline and the MBTA, AECOM will provide the following services to redesign the platform in the location where a future OCS portal will be placed. This may or may not require the relocation or addition of helical piles and rebar design changes to accommodate (1) future foundation on the inbound and outbound platforms. AECOM's scope of services includes:

### 3.D.

- A review and check to see if the H-piles installed can support the platform slab with these changes to accommodate the OCS pile caps
- Detail the platform block outs large enough for panels to be removed and future piles and pile caps to be constructed from high-rail access.
- Provide the platform slab detail around the existing portal frame columns so future removal does not require major platform demolition.
- Relocate the VMS sign to a location away from this future portal.

Please see AECOM's formal proposal (attached).

*AECOM Fee: \$5,940*

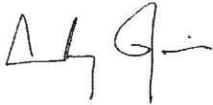
*McPhail Fee: \$6,800*

*Subtotal: \$12,740*

*WRA Admin (10%): \$1,274*

***Additional Service Fee Grand Total: \$14,014***

Regards,



Andy Jonic, AIA  
Senior Associate  
William Rawn Associates, Architects Inc.

*Attachments: McPhail and AECOM proposals*

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

### AMENDMENT NO. 22\_\_\_\_\_

**WHEREAS**, the Town of Brookline\_\_\_\_\_ (“Owner”) and William Rawn Associates, Architects Inc.\_\_\_\_\_, (the “Designer”) (collectively, the “Parties”) entered into a Contract for Designer Services for the \_Brookline High School Expansion\_\_\_\_\_ Project (Purchase Order # 21803108) at the Brookline High\_\_\_\_\_ School on \_July 6, 2018\_\_\_\_\_.  
“Contract”; and

**WHEREAS**, effective as of \_\_\_\_April 28, 2021\_\_\_\_ the Parties wish to amend the Contract:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

<b>Fee for Basic Services:</b>	<b>Original Contract*</b>	<b>After this Amendment:</b>
		<b>Amendment fee: \$14,014</b>
Feasibility Study Phase	\$ _____	\$ _____
Schematic Design Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
*Includes previous Amendments		
<b>Total Fee</b>	<b><u>\$15,011,071.00</u></b>	<b><u>\$15,025,085.00</u></b>

This Amendment is a result of:

1. Soil testing where steam line insulation was mixed with soil during the STEM Enabling project.
2. Platform changes per the MBTA's request to create space for future portal foundation installation work.

### 3.D.

3. The Construction Budget shall be as follows:

Original Budget: \$n/a\_\_\_\_\_

Amended Budget \$n/a\_\_\_\_\_

4. The Project Schedule shall be as follows:

Original Schedule: \$n/a\_\_\_\_\_

Amended Schedule \$n/a\_\_\_\_\_

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

DESIGNER

Andrew Jonic  
(print name)

Senior Associate  
(print title)

By



\_\_\_\_\_  
(signature)

Date 4/28/21 \_\_\_\_\_

### 3.D.



April 26, 2021

William Rawn Associates Architects, Inc.  
10 Post Office Square, Suite 1010  
Boston, MA 02109

Attention: Mr. Erik Tellander, AIA, LEED AP BD+C

Reference: Brookline High School (BHS) Expansion – Project C: STEM Wing  
Proposal for Supplemental Geoenvironmental Engineering Services – Testing  
of Gilsulate Insulation Mixed Soil

Ladies and Gentlemen:

Based on our discussion with Skanska Construction Co. it is understood that insulation material reported to be Gilsulate which was placed around a steam line installed adjacent to Greenough Street during the project enabling phase is now becoming intermixed with precharacterized soil previously proposed to be disposed off-site at the AI- Saugus Like Site facility. Due to the white powdery appearance of the material and the understanding that the material will continue to be included within loads to be transported to AI Saugus, the facility has requested a supplemental sample of soil be collected containing the material for analysis for the facility fill management plan requirements plus asbestos.

Therefore, McPhail proposes to collect a representative sample of the mixed Gilsulate and soil for submittal to an analytical lab for analysis for reactivity, pH, ignitability, total metals (RCRA-14), volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), total petroleum hydrocarbons (TPH), and Poly-Chlorinated Biphenyls (PCBs). A sample of the material would also be submitted for analysis for asbestos.

Materials submitted for laboratory analysis would be requested for rush turnaround which is estimated to take 48 to 72 hours depending on laboratory availability.

Upon receipt of the results of the analytical testing, McPhail would prepare a letter to respond to the AI Saugus facility questions regarding the material.

The estimated fee for the above described scope of work is \$6,800 which includes an allowance of \$4,000 for laboratory testing costs and fees for expedited testing results.

We note that there is a possibility that the newly required testing identifies new chemical constituents, or chemical constituents at higher concentrations than were detected at the time of our original characterization, that may change the disposal classification of the soil, or trigger a notification and response action obligation of the Town of Brookline to the Massachusetts DEP. Our scope of work contained in this proposal excludes work associated with any reclassification of the soil and additional analysis that may be required by a new facility, and also preparation of regulatory and compliance documents in accordance with the provisions of the Massachusetts Contingency Plan 310 CMR 40.0000 (MCP) in regards to Reportable Conditions that may be identified during completion of testing described above. Should the results of the chemical testing of soil indicate that reclassification is necessary, or a Reporting Condition has been identified pursuant to the provisions of the MCP, additional geoenvironmental engineering services will be required, for which a work scope

GEOTECHNICAL AND GEOENVIRONMENTAL ENGINEERS  
2269 Massachusetts Avenue  
Cambridge, Massachusetts 02140  
(617) 868-1420



William Rawn Associates Architects,  
Inc.  
April 26, 2021  
Page 2

and estimated fees will be provided to the Client in a separate proposal. The actual scope and fees for the additional work, if any, will be dependent upon the results of the chemical testing and the nature of the release condition(s) identified.

The services proposed herein will be provided in accordance with the terms and conditions presented in the Standard Form of Agreement Between Architect and Consultant (AIA Document C401) dated July 31, 2018 which is incorporated herein by reference.

To authorize us to proceed with the services proposed above, please sign and return a copy of this letter. Should you have any questions, please contact us.

Very truly yours,

McPHAIL ASSOCIATES, LLC

A handwritten signature in black ink, appearing to read "Jason Huestis".

Jason S. Huestis

A handwritten signature in black ink, appearing to read "Thomas J. Fennick".

Thomas J. Fennick, P.E., L.S.P.

WILLIAM RAWN ASSOCIATES ARCHITECTS,  
INC.

BY \_\_\_\_\_

DATE \_\_\_\_\_

\\\\McPhail-fs2\\McPhail\\Working Documents\\Proposals\\6324 BHS STEM Supplemental Geoenviron - Gilsulate - 042621.docx

JSH/tjf



One Federal Street, Suite 800, Boston, MA 02110

Project Name:	Brookline Hills Station
AECOM Project Number:	60580112
Subject:	Contract Change Order No. 6

Mr. Andrew Jonic, AIA, LEED AP BD+C  
 Senior Associate  
 William Rawn Associates Inc.  
 10 Post Office Square Suite 1010  
 Boston, MA 02109

April 28, 2021

The following provides AECOM's outline to Change Order No. 6 for supplemental services after the conclusion of the Final Design phase and during construction. The project is scheduled to be substantially complete on November 1, 2021.

1. Develop platform detailing to modify and provide removable panels to access areas on each platform from high rail equipment for the construction of future OSC foundations (portal #4) by others.

AECOM will provide:

- A review and check to see if the H-piles installed can support the platform slab after these changes are made to accommodate the OCS pile cap opening.
- Detail the platform block outs (openings) large enough for future piles and pile caps to be constructed.
- Detail removable panels over these openings to be removed using high-rail equipment to access.
- Provide the platform slab detail around the existing portal frame columns so future removal does not require major platform demolition.
- Relocate the VMS sign to a location away from this future portal.

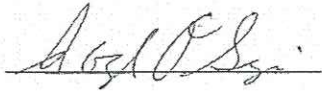
### 3.D.

Please note a new OCS foundation design is not included in this effort and will have to be address separately by others.

Name/Technical Team	Rate	Hours	Total
Roger Gagnier	\$280.00	4	\$1,120.00
Michael McDonough, Arch.	\$185.00	4	\$740.00
Abdallah Alhmood, (Aboud) Sr. Structural	\$170.00	8	\$1,360.00
Xiaolei Chen Structural	\$170.00	8	\$1,360.00
Evan Hayes Structural	\$170.00	8	\$1,360.00
		32	<b>\$5,940.00</b>

In total, this Change Order amounts to **\$5,940.00** labor cost. Please let us know if any further documentation is required at this time. As you know some of this work has been completed in good faith to keep ahead of the contractor's construction schedule.

Sincerely,



**Roger Gagnier, P.E.**  
Vice President



**Nicholas Rubino, P.E.**  
Vice President

Cc: Brian Vaillancourt

3.E.



# TOWN of BROOKLINE

*Massachusetts*

## BUILDING DEPARTMENT

Daniel Bennett  
Building Commissioner

**TO:** Selectboard/ School Committee

**FROM:** Ray Masak, PE Project Manager

**SUBJECT:** Brookline High School- Amendment 23  
WRA Design Services (FY 19)

**DATE:** May 10, 2021

On the Calendar this week, the Building Department is requesting the approval of an amendment for designer services for the subject project in the total amount of \$21,291.

The appropriation for this contract was approved by Town Meeting as part of the overall CIP for FY19. This amendment is for additional design services to redesign the MBTA platform due to helical pile obstructions west of the overbuild. Refer to the Rawn memo dated May 6, 2021 for further explanation of services.

The Building Department will be available to answer any questions. Thank you for your consideration.

# 3.E.

## TOWN OF BROOKLINE

333 Washington Street, Brookline, Massachusetts 02445

### PURCHASE ORDER CHANGE FORM

INVOICE DATE: 07-May-21

TO:	William Rawn Associates, Architects, Inc 10 Post Office Square, Suite 1010 Boston MA 02109
-----	--

Purchase Order Number  
21803108

Vendor Number  
53540

PAYMENT AMOUNT  
\$21,291.00

BUDGET 14,838,648.00  
BALANCE 10,532,834.22

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		524003

FOR: Brookline High School Expansion

Amendment	Date	
23	5/6/2021	Additional Design Services - Platform re-design due to helical pile obstructions west of the over-build

AMOUNT  
\$21,291.00

#### BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

#### SELECT BOARD

APPROVAL OF:

Bernard W. Greene, Chairman

Miriam Aschkenasy

Heather Hamilton

Raul Fernandez

John VanScoyoc

#### SCHOOL COMMITTEE

APPROVAL OF:

Mary Ellen Normen, Assistant Superintendent For Administration and Finance


WILLIAM RAWN ASSOCIATES | Architects, Inc.

10 Post Office Sq.  
Suite 1010  
Boston, MA 02109  
t. 617.423.3470  
www.rawnarch.com

Ray Masak  
Project Manager  
Town of Brookline Building Department  
Brookline Town Hall  
333 Washington Street  
Brookline, MA 02445

May 6, 2021

Project Name: Brookline High School Expansion Project  
**Re: Contract Amendment #23**  
CC: Andy Felix, Sam Lasky

Dear Ray,

We would like to present the following additional service proposal to the Brookline Building Commission during the upcoming May meeting.

**Scope #1: Platform re-design due to helical pile obstructions west of the over-build**

At the request of the Town and to maintain the current platform schedule, AECOM re-designed the platform helical pile placement and platform re-bar layout to avoid unforeseen below grade obstructions. Please see AECOM's attached proposal that outlines meetings attended and work performed in an expedited manner to assist Skanska Civil.

*AECOM Fee: \$19,355*  
*WRA 10% Admin: \$1,936*

***Additional Service Fee Grand Total: \$21,291***

Regards,



Andy Jonic, AIA  
Senior Associate  
William Rawn Associates, Architects Inc.

*Attachments: AECOM Proposal dated May 6, 2021*

# ATTACHMENT F

## CONTRACT FOR DESIGNER SERVICES

AMENDMENT NO. 23 \_\_\_\_\_

**WHEREAS**, the Town of Brookline \_\_\_\_\_ ("Owner") and William Rawn Associates, Architects Inc. \_\_\_\_\_, (the "Designer") (collectively, the "Parties") entered into a Contract for Designer Services for the Brookline High School Expansion \_\_\_\_\_ Project (Purchase Order # 21803108) at the Brookline High \_\_\_\_\_ School on July 6, 2018 \_\_\_\_\_  
"Contract"; and

**WHEREAS**, effective as of May 5, 2021 the Parties wish to amend the Contract:

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants contained in this Amendment, and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. The Owner hereby authorizes the Designer to perform services for the Design Development Phase, the Construction Phases, and the Final Completion Phase of the Project, pursuant to the terms and conditions set forth in the Contract, as amended.
2. For the performance of services required under the Contract, as amended, the Designer shall be compensated by the Owner in accordance with the following Fee for Basic Services:

Fee for Basic Services:	Original Contract*	After this Amendment:
		Amendment fee: <b>\$21,291</b>
Feasibility Study Phase	\$ _____	\$ _____
Schematic Design Phase	\$ _____	\$ _____
Design Development Phase	\$ _____	\$ _____
Construction Document Phase	\$ _____	\$ _____
Bidding Phase	\$ _____	\$ _____
Construction Phase	\$ _____	\$ _____
Completion Phase	\$ _____	\$ _____
*Includes previous Amendments		
<b>Total Fee</b>	<b><u>\$15,025,085.00</u></b>	<b><u>\$15,046,376.00</u></b>

This Amendment is a result of:

1. MBTA Platform re-design due to helical pile obstructions

3. The Construction Budget shall be as follows:

Original Budget: \$n/a \_\_\_\_\_

v.10.27.15

### 3.E.

Amended Budget

\$n/a \_\_\_\_\_

4. The Project Schedule shall be as follows:

Original Schedule:

\$n/a \_\_\_\_\_

Amended Schedule

\$n/a \_\_\_\_\_

5. This Amendment contains all of the terms and conditions agreed upon by the Parties as amendments to the original Contract. No other understandings or representations, oral or otherwise, regarding amendments to the original Contract shall be deemed to exist or bind the Parties, and all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the Owner, with the prior approval of the Authority, and the Designer have caused this Amendment to be executed by their respective authorized officers.

OWNER

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print title)

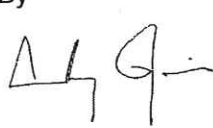
By \_\_\_\_\_  
(signature)

Date \_\_\_\_\_

DESIGNER

Andrew Jonic  
(print name)

Senior Associate  
(print title)

By   
(signature)

Date 5/5/21 \_\_\_\_\_



One Federal Street, Suite 800, Boston, MA 02110

Project Name:	Brookline Hills Station
AECOM Project Number:	60580112
Subject:	Contract Change Order No. 7

Mr. Andrew Jonic, AIA, LEED AP BD+C  
 Senior Associate  
 William Rawn Associates Inc.  
 10 Post Office Square Suite 1010  
 Boston, MA 02109

May 6, 2021

The following provides AECOM's outline to Change Order No. 7 for supplemental services after the conclusion of the Final Design phase and during construction. The project is scheduled to be substantially complete on November 1, 2021.

1. Provide the required construction guidance for addressing the H-pile unforeseen obstructions. AECOM provided quick detailed solutions to keep the contractor on schedule.

AECOM will provide:

- Reviewed RFI #100 that outlined the H-piles that could not be installed due to unanticipated obstructions and planned an approach to resolve the issue.
- Met with Skanska / Hill / WRA on April 21 to gather more detailed field information and to understand the construction schedule ramifications of a delayed solution.
- Met with Skanska / Hill / WRA on April 22 to determine how many H-piles still needed to be installed and how many H-piles Skanska had on site for the weekend work.
- Met with Skanska / Hill / WRA on April 23 to provide new pile locations to avoid the obstructions. The new locations also had additional fall back positions for the piles in the event more obstructions were encountered.
- Field visit on April 24 to observe H-pile installations
- Field visit on April 29 to review conduit placements relative to piles installed
- Reviewed all new H-pile locations and redesigned and re-detailed the two different platforms
  - The outbound platform under the canopy needed to be thickened to transfer the loads from the canopy into the relocated H-piles avoiding the obstruction.
  - One H-pile was constructed outside of the platform footprint. As a result, the platform needed to be enlarged locally underground and detailed to engage the pile.
  - General platform design checks and re-detailing was required for all the revised H-pile locations adding selected additional reinforcing and detailing.

### 3.E.

- On May 4<sup>th</sup> AECOM issued all the new detailing in Field Bulletin #32 to document the changes.

The effort for the above listed work is presented in the table below.

Name/Technical Team	Rate	Hours	Total
Roger Gagnier PM	\$280.00	8	\$2,240.00
Michael McDonough, Arch.	\$185.00	13	\$2,405.00
Abdallah Alhmood, (Aboud) Sr. Structural	\$170.00	2	\$370.00
Xiaolei Chen Structural	\$170.00	35	\$5,950.00
Evan Hayes Structural	\$170.00	39	\$6,630.00
Todd Dwyer Geotech	\$170.00	9	\$1,530.00
Rebecca L (Becky) Arsenault	\$115.00	2	\$230.00
		108	<b>\$19,355.00</b>

In total, this Change Order amounts to **\$19,355.00** labor cost. Please let us know if any further documentation is required at this time. As you know some of this work has been completed in good faith to keep ahead of the contractor's construction schedule.

Sincerely,



**Roger Gagnier, P.E.**  
Vice President



**Nicholas Rubino, P.E.**  
Vice President

Cc: Brian Vaillancourt

3.F.



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

Daniel Bennett  
Building Commissioner

TO: Selectboard/ School Committee

FROM: Ray Masak, PE Project Manager

SUBJECT: High School Expansion Project – Construction Management @ Risk (CM@R)  
Skanska Change Order –Guaranteed Maximum Price (GMP) CO No.11/PCCO No.18

DATE: May 10, 2021

On the Calendar this week, the Building Department has submitted a request for Change Order approval for the construction management firm Skanska to perform the following services:

- PCCO No. 18 - \$-9424; 15 Misc. Changes

The HS expansion project was awarded to the contractor Skanska that was based on their qualifications. This package represents a change to the project. Refer to the Hill memo dated May 7, 2021 for further explanation of the 15 items listed in this CO.

The Building Department is available to answer any questions you may have. Thank you for your consideration.

## TOWN OF BROOKLINE

333 Washington Street, Brookline, Massachusetts 02445

## PURCHASE ORDER CHANGE FORM

INVOICE DATE: 07-May-21

TO:	Skanska USA Building Inc 101 Seaport Boulevard, Suite 200 Boston MA 02210
-----	---

Purchase Order Number

21911639

Vendor Number

55399

PAYMENT AMOUNT

(\$9,424.00)

REVISED BUDGET 148,238,374.00  
-2017

FUND	ORGANIZATION	ACTIVITY	OBJECT
	2594C204		6C0002

FOR: Brookline High School Expansion

Amendment	Date	
GMP-CO #11	5/3/2021	PCCO No. 018 - Misc Changes (15 items) As per attached AIA Document signed by Skanska/William Rawn Associates

AMOUNT  
(\$9,424.00)

## BUILDING COMMISSION

APPROVAL OF:

Janet Fierman, Chairman

George Cole

Kenneth Kaplan

Karen Breslawski

Nathan E. Peck

## SELECT BOARD

APPROVAL OF:

Bernard W. Greene, Chairman

Miriam Aschkenasy

Heather Hamilton

Raul Fernandez

John VanScoyoc

## SCHOOL COMMITTEE

APPROVAL OF:

Mary Ellen Normen, Assistant Superintendent For Administration and Finance



Hill International, Inc.  
 75 Second Avenue, Suite 300  
 Needham, MA 02494  
 Tel: 617-778-0900  
 Fax: 617-778-0999  
 www.hillintl.com

May 7, 2021

Mr. Ray Masak, P.E.  
 Project Manager  
 Town of Brookline Building Department  
 333 Washington Street  
 Brookline, MA 02445

RE: Recommendation to approve Skanska Change Order 011/PCCO 018

Dear Mr. Masak:

Under separate cover, Skanska USA Building Inc. is submitting original copies of Change Order 011/PCCO 018 for the Expansion of Brookline High School Project for acceptance by the Town of Brookline (ToB). It includes (15) separate Authorization Requests (AR's). Hill and WRA have previously reviewed, negotiated where applicable, and agree that all items listed in this Change Order are fair, reasonable for the described scope of work, and are compensable adjustments to the GMP. All of the changes this month, except for one, are being funded from sources within the GMP. The total is a credit for **-\$9,424.00**.

An itemized summary is following:

AR #	CE #	Description	Current Amount	Reason Code
100.003	22	Temp Heating Gas Consumption – payback to ToB Main Campus operations	(\$9,424.00)	GMP Allowance
200.054	200.1040	Cypress - FB #17 Physics Collaboration HSS	\$0.00	CM Contingency
200.159	200.1211	CYPRESS - Field Bulletin 114 - RFI 287 Plumbing Trap Primers	\$0.00	GMP Owner Contingency
200.178	200.1253	Cypress - Field Bulletin 131 RFI 338 Library Mech Pipe Routing FB 131	\$0.00	GMP Owner Contingency
200.182	200.1347	CYPRESS - Physics Room Fridge Change	\$0.00	GMP Owner Contingency
200.183	200.1323	CYPRESS - MBTA Survey / Monitoring	\$0.00	GMP Owner Contingency
200.186	200.1324	CYPRESS - Steel Gusset Modification, Stair 2, Level 3	\$0.00	GMP Exposure Hold
200.188	200.1325	CYPRESS - EX05 Light Changes	\$0.00	GMP Owner Contingency

### 3.F.

200.189	200.1242	CYPRESS - Field Bulletin 096 - MEP Coordination	\$0.00	GMP Contingency
300.155	300.1238	STEM - Remainder of Existing Basement Crack Repair	\$0.00	GMP Owner Contingency
300.157	300.1252	STEM - OA Expenditure: Plant Irrigation	\$0.00	GMP Allowance
300.168	300.1262	STEM - EH Expenditure: Removal of Temporary Lighting and Power Part 2	\$0.00	GMP Exposure Hold
300.169	300.1263	STEM - Exposure Hold Expenditure: Temporary Power and Fire Alarm	\$0.00	GMP Exposure Hold
300.173	300.1289	STEM - Abatement at L2 Connector	\$0.00	GMP Owner Contingency
310.098	310.6008	Exposure Hold - Drywall - Repair Temp Walls	\$0.00	GMP Exposure Hold

Based on the above, Hill recommends to ToB approval of Change Order 011/PCCO #18 to the GMP.

Very truly yours,



Andy Felix, MCPPO  
Project Director

## AIA® Document G701™ - 2017

**Change Order**

<b>PROJECT:</b> <i>(Name and address)</i> Expansion of Brookline High School, (Project A and Project B)	<b>CONTRACT INFORMATION:</b> Contract For: Construction	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 011
Brookline, MA 02445	Date: July 24, 2018	Date: May 3 <sup>rd</sup> , 2021
<b>OWNER:</b> <i>(Name and address)</i> Town of Brookline, Massachusetts, by and through the Board of Selectmen of Brookline 333 Washington Street, Brookline, MA 02445	<b>ARCHITECT:</b> <i>(Name and address)</i> William Rawn Associates Architects Inc.  10 Post Office Square, Suite 1010, Boston, Massachusetts 02109	<b>CONTRACTOR:</b> <i>(Name and address)</i> Skanska USA Building Inc.  101 Seaport Boulevard, Suite 200, Boston, MA 02210

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

PCCO No. 018: -\$9,424

Neither the adjustments to the Contract Price nor the Contract Time upon which this PCCO is based contemplates any project delays, suspensions, disruptions, cost escalations or other impacts caused, directly or indirectly, by the Pandemic (as defined in the GMP), as such cost adjustment to the Contract Sum and GMP shall be reconciled in accordance with the Owner Pandemic Allowance. Skanska further reserves all rights to request adjustment of the Contract Time as a result of the Pandemic Standards and in connection with this PCCO. Skanska will make every reasonable effort to provide the required documentation and notice in accordance with this Contract, however, Skanska may not be able to meet the contractual deadlines due to circumstances outside of Skanska's control.

The original Contract Sum was	\$ 476,928
The net change by previously authorized Change Orders	\$ 148,843,135
The Contract Sum prior to this Change Order was	\$ 149,320,063
The Contract Sum will be increased by this Change Order in the amount of	\$ -9,424
The new Contract Sum including this Change Order will be	\$ 149,310,639

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be November 15, 2021

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

William Rawn Associates Architects Inc.

ARCHITECT (Firm name)

SIGNATURE

Andrew Jonic, AIA Senior Associate

PRINTED NAME AND TITLE

May 9, 2021

DATE

Skanska USA Building Inc.

CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Town of Brookline

OWNER (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

**APPROVAL OF OWNER: TOWN OF BROOKLINE****Building Commission**

---

Janet Fierman, Chairman

---

George Cole, Member

---

Kenneth Kaplan, Member

---

Karen Breslawski, Member

---

Nathan E. Peck, Member**School Committee**

---

Helen Charlupski, Member

---

Suzanne Federspiel, Member

---

Jennifer Monopoli, Member

---

Barbara Scotto, Member**Selectboard**

---

Bernard W. Greene, Chair

---

Benjamin J. Franco, Member

---

Nancy S. Heller, Member

---

Heather Hamilton, Member

---

Raul Fernandez, Member

---

Julie Schreiner-Oldham, Chair

---

Susan Wolf Ditkoff, Member

---

Michael Glover, Member

---

David Pearlman, Member

---

Sharon Abramowitz, Member

Confirmation of Availability of Funds:

---

**Town Comptroller**



Date: 5/3/2021

## Prime Contract Change Order Number 018

Brookline High School

Project # 1318014

Skanska USA Building Inc.

## To Contractor:

Skanska USA Building Inc.

## The Contract is hereby revised by the following items:

GMP CO 011: Approved Authorization Requests

AR	CE	Description	Amount
310.098 ✓	310.6008	Enabling - Exposure Hold - Drywall - Repair Temp Walls	\$ 0.00
200.054 ✓	200.1040	CYPRESS - Field Bulletin 017 - Physics Collaboration HSS	\$ 0.00
200.159 ✓	200.1211	CYPRESS - Field Bulletin 114 - RFI 287 Plumbing Trap Primers	\$ 0.00
200.189 ✓	200.1242	CYPRESS - Field Bulletin 096 - MEP Coordination	\$ 0.00
200.178 ✓	200.1253	CYPRESS - Field Bulletin 131 - RFI 338 - Library Mech Pipe Routing (FB 131)	\$ 0.00
300.155 ✓	300.1238	STEM - Remainder of Existing Basement Crack Repair	\$ 0.00
300.157 ✓	300.1252	STEM - OA Expenditure: Plant Irrigation	\$ 0.00
200.183 ✓	200.1323	CYPRESS - MBTA Survey / Monitoring	\$ 0.00
200.186 ✓	200.1324	CYPRESS - Steel Gusset Modification, Stair 2, Level 3	\$ 0.00
200.188 ✓	200.1325	CYPRESS - EX05 Light Changes (RFI 437)	\$ 0.00
300.168 ✓	300.1262	STEM - EH Expenditure: Removal of Temporary Lighting and Power Part 2	\$ 0.00
300.169 ✓	300.1263	STEM - Exposure Hold Expenditure: Temporary Power and Fire Alarm	\$ 0.00
200.182 ✓	200.1347	CYPRESS - Physics Room Fridge Change	\$ 0.00
300.173 ✓	300.1289	STEM - Abatement at L2 Connector	\$ 0.00
100.003 ✓	022	Temp Heating Gas Consumption	-\$ 9,424.00
Total			-\$ 9,424.00

Printed on: 5/3/2021

Page 1 of 1

**TOWN OF BROOKLINE**

**REQUEST FOR APPROPRIATION TRANSFER**

DATE: \_\_\_\_\_

To the Board of Selectmen:

Authority is hereby requested for permission to make the following transfer(s) within the appropriation for the \_\_\_\_\_

*Department Name*

	<u>ORG #</u>	<u>ORG NAME</u>	<u>OBJECT #</u>	<u>OBJ NAME</u>	<u>AMOUNT</u>
FROM:	_____	_____	_____	_____	_____
TO:	_____	_____	_____	_____	_____
FROM:	_____	_____	_____	_____	_____
TO:	_____	_____	_____	_____	_____
FROM:	_____	_____	_____	_____	_____
TO:	_____	_____	_____	_____	_____
FROM:	_____	_____	_____	_____	_____
TO:	_____	_____	_____	_____	_____
FROM:	_____	_____	_____	_____	_____
TO:	_____	_____	_____	_____	_____

\_\_\_\_\_  
DEPARTMENT HEAD

**NOTE: IN ADDITION TO SELECTMEN APPROVAL, THE FOLLOWING TRANSFERS REQUIRE ADVISORY COMMITTEE APPROVAL:**

*(1) From Capital (5A); (2) To Personnel (51); (3) Building Dept Transfers of more than \$10,000 to or from Repairs to Public Buildings (522400); (4) From the Parks & Open Space Division to any other division of DPW; and (5) From the Snow & Ice budget to any other division of DPW.*

_____	_____
_____	_____

\_\_\_\_\_  
BOARD OF SELECTMEN



**BROOKLINE FIRE DEPARTMENT**  
*Town of Brookline Massachusetts*

**FIRE DEPARTMENT  
HEADQUARTERS**

John F. Sullivan  
Chief of Department  
Emergency Management Director

350 Washington Street  
PO Box 470557  
Brookline MA 02447-0557  
Tel:617-730-2272  
Fax:617-730-2391  
[www.brooklinema.gov](http://www.brooklinema.gov)

May 3, 2021

TO: Select Board

FROM: John F. Sullivan, Fire Chief

SUBJECT: Request for Appropriations Transfer

Dear Select Board Members – I am requesting your approval for an appropriations transfer from/to the following:

- From - 22002010/ 539035 Supplies/ Fire Administration - Uniforms and Protective Clothing in the amount of \$9505.00
- To – 22002010/ 5A0003 Budgeted Capital/ Fire Administration - Public Safety Equipment

This request is made to reconcile an anticipated deficit in the contractual “gear replacement” program line-item with the Capital Budget which was revised during the COVID-19 budget adjustment process. It was further acknowledged that the Uniform & Protective Clothing account referenced would likely have sufficient funds available for transfer at years end as no recruit class was anticipated during the pandemic.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "John F. Sullivan".

John F. Sullivan, Fire Chief/Emergency Management Director

## TOWN OF BROOKLINE

## REQUEST FOR APPROPRIATION TRANSFER

DATE: 5/3/21

To the Board of Selectmen:

Authority is hereby requested for permission to make the following transfer(s) within the appropriation for the FIRE DEPARTMENT

Department Name

	ORG #	ORG NAME	OBJECT #	OBJ NAME	AMOUNT
FROM:	<u>22002010</u>	<u>FIRE ADMIN</u>	<u>539035</u>	<u>Un:FrProt</u>	<u>\$9505</u>
TO:	<u>2202010</u>	<u>FIRE ADMIN</u>	<u>5A0003</u>	<u>P.D. Equip.</u>	<u>\$9505</u>

FROM: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

TO: \_\_\_\_\_


  
DEPARTMENT HEAD

NOTE: IN ADDITION TO SELECTMEN APPROVAL, THE FOLLOWING TRANSFERS REQUIRE ADVISORY COMMITTEE APPROVAL:

(1) From Capital (5A); (2) To Personnel (51); (3) Building Dept Transfers of more than \$10,000 to or from Repairs to Public Buildings (522400); (4) From the Parks & Open Space Division to any other division of DPW; and (5) From the Snow & Ice budget to any other division of DPW.

BOARD OF SELECTMEN

## **Lodging House Agents**

### **Application Details:**

Question of Question of approving the application for Lodging House Agents

Location:	1077 Beacon Street
For resident agent:	Marissa Grunes

Location:	1061 Beacon Street
For resident agent:	Kait-lynn Tombling

Location:	123 Longwood Ave
For resident agent:	Barbara Parra

Location:	241 Kent Street
For resident agent:	Elizabeth Solorzano

Location:	1029 Beacon Street
For resident agent:	Hagos Berhane

Location:	16 Williams Street
For resident agent:	Curtis Perry

Location:	1043 & 1045 Beacon Street
For resident agent:	Larry McCoy

### **Reports:**

Health Department (Approved)

Police Department (Approved)



**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

Superintendent Mark P. Morgan  
Acting Chief of Police

To: Acting Chief Mark Morgan

From: Lieutenant Derek Hayes

Date: May 1<sup>st</sup>, 2021

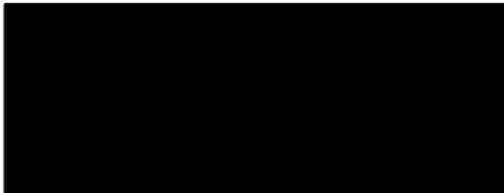
Subj: Longwood Inn, 123 Longwood Ave - Application for New Lodging House Agent

---

Sir,

The Longwood Inn located at 123 Longwood Ave has applied for a change in their lodging house agent to Barbara Parra. The Longwood Inn is a licensed lodging house in Brookline. According to the paperwork Barbara Parra has lived at the Longwood Inn since 2016 and has been employed by them since 2006.

New Lodging House Agent:  
Barbara Parra



I find no reason to deny this application.

Respectfully submitted,

Lieutenant Derek Hayes #L26





**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

Superintendent Mark P. Morgan  
Acting Chief of Police

To: Acting Chief Mark Morgan

From: Lieutenant Derek Hayes

Date: May 1<sup>st</sup>, 2021

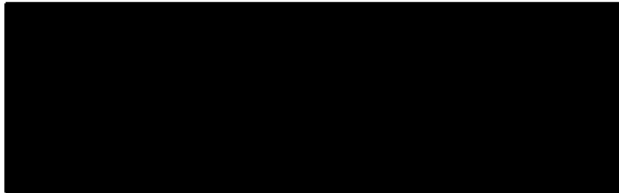
Subj: Yawkey Family Inn, 241 Kent Street - Application for New Lodging House Agent

---

Sir,

The Yawkey Family Inn located at 241 Kent Street has applied for a change in their lodging house agent to Elizabeth Solorzano. The Yawkey Family Inn is a licensed lodging house in Brookline. According to the paperwork Elizabeth Solorzano has lived at the Yawkey Family Inn since January of 2019 and has been employed by Boston Children's Hospital since 2016. Boston Children's Hospital owns and operates this property.

New Lodging House Agent:  
Elizabeth Solorzano



I find no reason to deny this application.

Respectfully submitted,

Lieutenant Derek Hayes #L26





**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

Superintendent Mark P. Morgan  
Acting Chief of Police

To: Acting Chief Mark Morgan

From: Lieutenant Derek Hayes

Date: May 1<sup>st</sup>, 2021

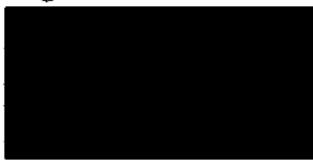
Subj: Chapin Properties, 1029 Beacon Street - Application for New Lodging House Agent

---

Sir,

Chapin Properties has applied for a change in their lodging house agent to Hagos Berhane at 1029 Beacon Street. 1029 Beacon Street is a licensed lodging house in Brookline. The prior agent passed away several years ago and Mr. Berhane has taken over the lodging house agent responsibilities since her passing. Paperwork submitted by the applicant suggests that they had applied for the change in their lodging house agent back in 2014 submitting Mr. Berhane's name for consideration by the Board.

New Lodging House Agent:  
Hagos Berhane.



I find no reason to deny this application.

Respectfully submitted,

Lieutenant Derek Hayes #L26





**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

Superintendent Mark P. Morgan  
Acting Chief of Police

To: Acting Chief Mark Morgan

From: Lieutenant Derek Hayes

Date: May 1<sup>st</sup>, 2021

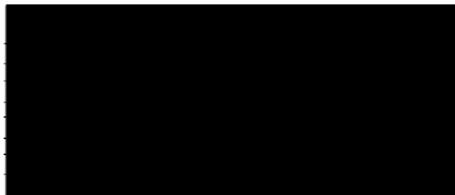
Subj: Humanity House, 16 Williams Street - Application for New Lodging House Agent

---

Sir,

The Price Center d/b/a Humanity House, located at 16 Williams Street, has applied for a change in their lodging house agent to Curtis Perry. Humanity House is a licensed lodging house in Brookline. According to the paperwork Curtis Perry has lived at the Humanity House since 2012 and has worked for The Price Center since 2009.

New Lodging House Agent:  
Curtis Perry



I find no reason to deny this application.

Respectfully submitted,

Lieutenant Derek Hayes #L26





Superintendent Mark P. Morgan  
Acting Chief of Police

**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

To: Acting Chief Mark Morgan

From: Lieutenant Derek Hayes

Date: May 1<sup>st</sup>, 2021

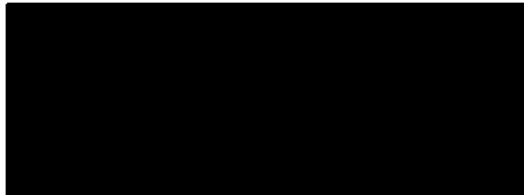
Subj: Pine Street Inn, 1043-1045 Beacon Street - Application for New Lodging House Agent

---

Sir,

The Pine Street Inn has applied for a change in their lodging house agent to Larry McCoy at 1043-1045 Beacon Street. 1043-1045 Beacon Street is a licensed lodging house in Brookline. Mr. McCoy currently lives at 1043-1045 Beacon Street and has been taking on the responsibilities of the Resident Agent for several years.

New Lodging House Agent:  
Larry McCoy



I find no reason to deny this application.

Respectfully submitted,

Lieutenant Derek Hayes #L26





**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

**11 Pierce Street, Brookline, Massachusetts, 02445**  
**Telephone: (617) 730-2300 Facsimile: (617) 730-2296**  
**Website: [www.brooklinema.gov](http://www.brooklinema.gov)**

**Dr. Swannie Jett, DrPH, MSc**  
**Director of Public Health**  
**& Human Services**

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

To: Melvin Kleckner,  
Town Administrator  
Board of Selectmen

From: Dr. Swannie Jett, Dr.PH, MSc  
Director of Public Health and Human Services

Date: 5/12/2021

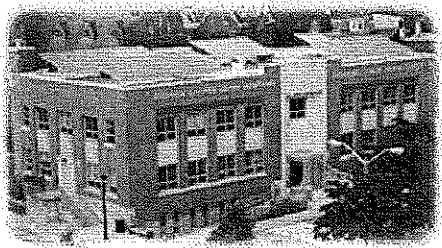
Re: Lodging House Agent Approval

---

Please be advised that this Department has reviewed the applications for new Lodging House Agents at the following licensed Lodging Facilities:

- Humanity House, DBA  
16 Williams St  
Proposed Agent: Curtis Perry
  
- Pine Street Inn, DBA  
1043-1045 Beacon St  
Proposed Agent: Larry McCoy

This recommendation is under the condition that the proposed agents attend the Lodging House Training scheduled for May 24, 2021 at 10 am via Zoom.



**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

**11 Pierce Street, Brookline, Massachusetts, 02445**  
**Telephone: (617) 730-2300 Facsimile: (617) 730-2296**  
**Website: [www.brooklinema.gov](http://www.brooklinema.gov)**

**Dr. Swannie Jett, DrPH, MSc**  
**Director of Public Health**  
**& Human Services**

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

To: Melvin Kleckner,  
Town Administrator  
Board of Selectmen

From: Dr. Swannie Jett, Dr.PH, MSc  
Director of Public Health and Human Services

Date: 5/12/2021

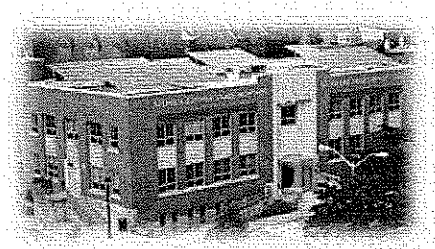
Re: Lodging House Agent Approval

---

Please be advised that this Department has reviewed the applications for new Lodging House Agents at the following licensed Lodging Facilities:

- Longwood Inn, DBA  
123 Longwood Ave  
Proposed Agent: Barbara Parra
- Yawkey Family Inn, DBA  
241 Kent St  
Proposed Agent: Elizabeth Solorzano
- 1029 Beacon St, DBA  
1029 Beacon St  
Proposed Agent: Hagos Berhane

This recommendation is under the condition that the proposed agents attend the Lodging House Training scheduled for May 26, 2021 at 2pm via Zoom.



**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

**11 Pierce Street, Brookline, Massachusetts, 02445**  
**Telephone: (617) 730-2300 Facsimile: (617) 730-2296**  
**Website: [www.brooklinema.gov](http://www.brooklinema.gov)**

**Dr. Swannie Jett, DrPH, MSc**  
**Director of Public Health**  
**& Human Services**

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

To: Melvin Kleckner,  
Town Administrator  
Board of Selectmen

From: Dr. Swannie Jett, Dr.PH, MSc  
Director of Public Health and Human Services

Date: 5/12/2021

Re: Lodging House Agent Approval

---

Please be advised that this Department has reviewed the applications for new Lodging House Agents at the following licensed Lodging Facilities:

- 1077 Beacon St, DBA  
1077 Beacon St  
Proposed Agent: Marissa Grunes
  
- 1061 Beacon St, DBA  
1061 Beacon St  
Proposed Agent: Kait-lynn Tombling

This recommendation is under the condition that the proposed agents attend the Lodging House Training scheduled for May 21, 2021 at 10 am via Zoom.

OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Mark Morgan, Acting Chief of Police  
Swannie Jett, Health Commissioner

FROM: Melvin Kleckner, Town Administrator

RE: Lodging House Agent

DATE: April 28, 2021

---

May we please have reports on the attached application:

Request of a report to approve the applications for multiple Lodging House Agents

Location: 123 Longwood Ave  
For resident agent: Barbara Parra

Location: 241 Kent Street  
For resident agent: Elizabeth Solorzano

Location: 1029 Beacon Street  
For resident agent: Hagos Berhane

Location: 16 Williams Street  
For resident agent: Curtis Perry

Location: 1043 & 1045 Beacon Street  
For resident agent: Larry McCoy

This application is scheduled to go before the Board on **May 18, 2021**. May we please have the reports no later than **May 11, 2021**

Thank you.



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

LODGING HOUSE (D/B/A): Longwood Inn

ADDRESS: 123 Longwood Ave Brookline MA 02446

OWNER'S NAME: Longwood Inn Inc.

NAME OF NEW AGENT: Barbara Parry

PREVIOUS AGENT: John Baer

TELEPHONE: [REDACTED]

DATE OF BIRTH: [REDACTED]

EMAIL ADDRESS: [REDACTED]

DO YOU INTEND TO LIVE ON THE PREMISES? Yes

HAVE YOU PREVIOUSLY HELD A LODGING HOUSE AGENT POSITION IN BROOKLINE OR ELSEWHERE? \_\_\_\_\_

IF SO, IN WHAT YEARS: \_\_\_\_\_

AND WHAT ADDRESS (ES): \_\_\_\_\_

EMERGENCY PHONE #: [REDACTED]

APPLICANT SIGNATURE [Signature] DATE: 4/27/2021



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Lodging House License

NAME: Barbara Parra

ADDRESS: 123 Longwood AVE Brookline MA 02446

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: Boston

FATHER'S NAME: Francisco Vega MOTHER'S MAIDEN NAME: Carmen Acevedo

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 2016 LOCATION: 123 Longwood AVE Brookline MA 02446

DATE: — LOCATION: —

DATE: — LOCATION: —

DATE: — LOCATION: —

DATE: — LOCATION: —

EDUCATION

DATE: 1995 LOCATION: Dorchester High School

DATE: LOCATION:

DATE: LOCATION:

DATE: LOCATION:

EMPLOYMENT HISTORY

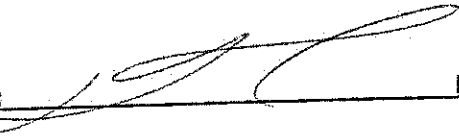
DATE: 2006 LOCATION: Longwood Inn POSITION: Manager

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE:  DATE: 4/27/2021

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

# MASSACHUSETTS

## DRIVER'S LICENSE

USA

1a ISS

07/22/2019

1b EXP

07/25/2024

9 CLASS

D

12 REST

NONE

13 END

NONE

1 PARRA

2 BARBARA



*Chris C. [Signature]*

18 EYES BRO

15 SEX F 15 HGT 5'-03"

16 DD 07/23/2019 Rev 02/22/2016



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

LODGING HOUSE (D/B/A): Yawkey Family Inn

ADDRESS: 241 Kent Street Brookline, MA 02446

OWNER'S NAME: Boston Children's Hospital

NAME OF NEW AGENT: Elizabeth Soborano

PREVIOUS AGENT: Caroline Breehan

TELEPHONE: [REDACTED]

DATE OF BIRTH: [REDACTED]

EMAIL ADDRESS: [REDACTED]

DO YOU INTEND TO LIVE ON THE PREMISES? Yes

HAVE YOU PREVIOUSLY HELD A LODGING HOUSE AGENT POSITION IN BROOKLINE OR ELSEWHERE? NO

IF SO, IN WHAT YEARS: \_\_\_\_\_

AND WHAT ADDRESS (ES): \_\_\_\_\_

EMERGENCY PHONE #: [REDACTED]

APPLICANT SIGNATURE Elizabeth Soborano DATE: 4/22/21

**LICENSE INTERVIEW FORM**

TYPE OF LICENSE APPLYING FOR: Logging House Agent

NAME: Elizabeth Solorzano

ADDRESS: 241 Kent Street Brookline, MA 02440

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: Athens, NY

FATHER'S NAME: Paul Schiller MOTHER'S MAIDEN NAME: Hayden

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD #

ARE YOU A VETERAN: YES ☐ NO ☒

**RESIDENCES FOR LAST FIVE YEARS**

DATE: 11/6/19 - Present LOCATION: [REDACTED]

DATE: 9/6/16 - 1/5/19 LOCATION: [REDACTED]

DATE: June 2016 - 9/6/16 LOCATION: [REDACTED]

DATE: May 2015 - June 2016 LOCATION: [REDACTED]

DATE: LOCATION:

**EDUCATION**

DATE: Graduated May 2015 LOCATION: Ave Maria University

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**EMPLOYMENT HISTORY**

DATE: 9/6/10 - Present LOCATION: Boston Children's Hospital POSITION: Resident Staff

DATE: May 2015 - July 2016 LOCATION: Dand Lawrence Center  
Naples FL POSITION: Behavioral Health Tech

DATE: Sept. 2011 - May 2015 LOCATION: Ave Maria University  
Ave Maria, FL POSITION: Student Worker - Mailroom

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_ POSITION: \_\_\_\_\_

SIGNATURE: Elizabeth Solozano DATE: 4/22/21

**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**





LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: LODGING HOUSE - RESIDENT AGENT

NAME: Hagos G Berhane

ADDRESS: 1029 Beacon St

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: Ethiopia Tigray

FATHER'S NAME: Geber Selassie MOTHER'S MAIDEN NAME: Lettebrghane

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: \_\_\_\_\_ LOCATION: SEE ABOVE

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

LODGING HOUSE (D/B/A): 1029 Beacon Street

ADDRESS: 1029 Beacon Street

OWNER'S NAME: Father: David Chapin, Son: Stephen Chapin, Son: Cameron Chapin

NAME OF NEW AGENT: Hagos Berhane (since 2016)

PREVIOUS AGENT: Olive McConnell (deceased) 2016

TELEPHONE: [REDACTED]

DATE OF BIRTH: [REDACTED]

EMAIL ADDRESS: N/A

DO YOU INTEND TO LIVE ON THE PREMISES? Yes

HAVE YOU PREVIOUSLY HELD A LODGING HOUSE AGENT POSITION IN BROOKLINE OR ELSEWHERE?     

IF SO, IN WHAT YEARS: No

AND WHAT ADDRESS (ES):     

EMERGENCY PHONE #:     

APPLICANT SIGNATURE David Chapin DATE: 4/20/2021

# MASSACHUSETTS

## DRIVER'S LICENSE

NOT FOR FEDERAL ID



ADJ NUMBER

03/12/2019

03/12/2024

HB55 CLASS 12 REST

D NONE

NONE

BERNHANE  
HAGOS G

16 EYES BRO

15 SEX M 15 HGT 5'-08"

5 DO 03/12/2019 Rev 02/22/2016



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

LODGING HOUSE (D/B/A): Humanity House

ADDRESS: 16 Williams St. Brookline, MA 02446

OWNER'S NAME: The Price Center

NAME OF NEW AGENT: Curtis Perry

PREVIOUS AGENT: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DO YOU INTEND TO LIVE ON THE PREMISES? yes

HAVE YOU PREVIOUSLY HELD A LODGING HOUSE AGENT POSITION IN BROOKLINE OR ELSEWHERE? no

IF SO, IN WHAT YEARS: \_\_\_\_\_

AND WHAT ADDRESS (ES): \_\_\_\_\_

EMERGENCY PHONE #: \_\_\_\_\_

APPLICANT SIGNATURE Curtis Perry DATE: 4/12/21



**LICENSE INTERVIEW FORM**

TYPE OF LICENSE APPLYING FOR: Lodging Agent

NAME: Curtis Perry

ADDRESS: 16 Williams St. Brookline, MA 02446

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: Portland, ME

FATHER'S NAME: Martin Perry MOTHER'S MAIDEN NAME: McLann

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES ☐ NO ☒

**RESIDENCES FOR LAST FIVE YEARS**

DATE: (2012 - Present) LOCATION: 16 Williams Street Brookline, MA 02446

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**EDUCATION**

DATE:

4/2007

LOCATION:

University of Southern Maine

DATE:

LOCATION:

DATE:

LOCATION:

DATE:

LOCATION:

**EMPLOYMENT HISTORY**

DATE:

(2009 - Present)

LOCATION:

The Price Center

POSITION

Management

DATE:

LOCATION:

POSITION

DATE:

LOCATION:

POSITION

DATE:

LOCATION:

POSITION

DATE:

LOCATION:

POSITION

SIGNATURE:

Leticia Perry

DATE:

4/12/21

**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**





April 19, 2021

To Whom It May Concern,

I've worked with and supervised Curtis Perry at The Price Center for a little under a year. For the first six months of my employment, Curtis and I worked closely together; he tirelessly assisted me with managing Humanity House when we lost our management team. Curtis tackled each day carefully and approached every challenge we encountered with compassion and reason.

Curtis has a high level of empathetic intelligence and is someone I fully trust to manage Humanity House with integrity, knowing he has the best interest of our individuals at heart. For these reasons, I recommend Curtis Perry to continue as the housing agent for Humanity House.

Sincerely,

Desiree Bender

*Assistant Director of Community Living*

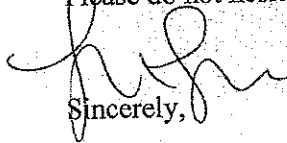
Louisha Laguerre  
The Price Center  
16 Williams Street  
Brookline, MA 02446  
617-731-0394  
[llaguerre@thepricecenter.org](mailto:llaguerre@thepricecenter.org)

April 21, 2021

To who it may concern:

My name is Louisha Laguerre and I am a Program Manager with The Price Center. I am delighted to write this letter on behalf of Curtis Perry. Curtis has taught me so much about the program and individuals, therefore I can attest first hand to his work ethic, his integrity, and his overall kindness. I have only known Curtis a few months, but in that time he has proven to be an earnest, trustworthy, and hardworking man. Curtis goes above and beyond to help the individuals we serve and is considerate of everyone around him. He add immeasurable value to the program.

Please do not hesitate to contact me if you have any questions.



Sincerely,  
Louisha Laguerre

To whom it may concern:

I am writing to tell you of the many fine qualities of Curtis Perry whom I have known for over one year in various capacities, including working closely with him for MAP audits at Humanity House. Curtis ensures that staff is documenting medication administration properly, ensures all medical supply and medications are available in the house, and oversees staff to ensure that individuals are properly taken care of emotionally, mentally and physically to the highest standards.

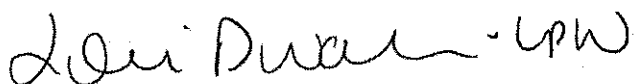
I have had the chance to get to know Curtis, and I say without a doubt that you are dealing with a person of very good moral character. Curtis operates with integrity, and never has a bad word to say about anyone. He is also hard working and dedicated, and follows through with any task given.

On a personal level, I completely trust Curtis, and I have no doubts about his capabilities of managing his work duties at Humanity house.

Thank you,

Lori Dwarika-LPN, Residential and Day Hab

The Price Center

A handwritten signature in black ink, appearing to read "Lori Dwarika-LPN".



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

LODGING HOUSE (D/B/A): \_\_\_\_\_

ADDRESS: 1043 BEACON STREET BROOKLINE MA. 02446

OWNER'S NAME: PINE STREET INN

NAME OF NEW AGENT: Larry S. McCoy

PREVIOUS AGENT: N/A

TELEPHONE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_

EMAIL ADDRESS: 1043 BEACON STREET APT A1

DO YOU INTEND TO LIVE ON THE PREMISES? Yes

HAVE YOU PREVIOUSLY HELD A LODGING HOUSE AGENT POSITION IN BROOKLINE OR ELSEWHERE? No

IF SO, IN WHAT YEARS: \_\_\_\_\_

AND WHAT ADDRESS (ES): \_\_\_\_\_

EMERGENCY PHONE #: \_\_\_\_\_

APPLICANT SIGNATURE Larry McCoy DATE: 4/14/2021



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: \_\_\_\_\_

NAME: LARRY S MC COY

ADDRESS: 1043 BEACON STREET APT A1

EMAIL ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

PLACE OF BIRTH: BOSTON

FATHER'S NAME: MACK MC COY MOTHER'S MAIDEN NAME: MYRTLE FOSKEY

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: _____	LOCATION: <u>LARRY S MC COY</u>
DATE: _____	LOCATION: <u>1043 BEACON STREET APT A1</u>
DATE: _____	LOCATION: <u>BROOKLINE MA. 02446</u>
DATE: _____	LOCATION: _____
DATE: _____	LOCATION: _____

EDUCATION

DATE:	LOCATION:	BOSTON TECHNICAL HIGH SCHOOL 1969
DATE:	LOCATION:	WILLIAM BARTON ROGERS JUNIOR HIGH SCHOOL 1966
DATE:	LOCATION:	
DATE:	LOCATION:	

EMPLOYMENT HISTORY

DATE:	LOCATION:	POSITION
DATE:	LOCATION:	POSITION
DATE:	LOCATION:	POSITION
DATE:	LOCATION:	POSITION
DATE:	LOCATION:	POSITION

1043 BEACON STREET BROOKLINE MA 02446  
HOUSE MANAGER

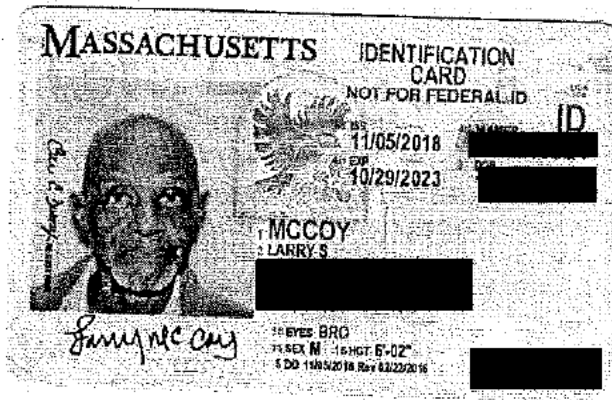
SIGNATURE:

Sam Mcay

DATE:

4/14/2021

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)



OFFICE OF THE SELECT BOARD

MEMORANDUM

TO: Mark Morgan, Acting Chief of Police  
Swannie Jett, Health Commissioner

FROM: Melvin Kleckner, Town Administrator

RE: Lodging House Agent

DATE: May 4, 2021

---

May we please have reports on the attached application:

Request of a report to approve the application for Lodging House Agents

Location: 1077 Beacon Street  
For resident agent: Marissa Grunes

This application is scheduled to go before the Board on **May 18, 2021**. May we please have the reports no later than **May 11, 2021**

Thank you.



**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

Superintendent Mark P. Morgan  
Acting Chief of Police

To: Acting Chief Mark Morgan

From: Lieutenant Derek Hayes

Date: May 5<sup>th</sup>, 2021

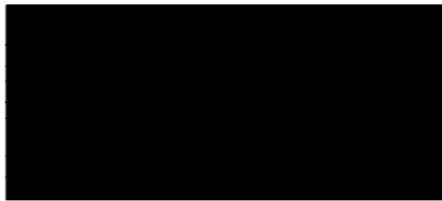
Subj: 1077 Beacon Street - Application for New Lodging House Agent

---

Sir,

On behalf of 1077 Beacon Street, Manager Sidney Handler, has applied for a change in their lodging house agent to Marissa Grunes. 1077 Beacon Street is a licensed lodging house in Brookline. Ms. Grunes has lived at 1077 Beacon Street since September 2015. She currently is working at Harvard University.

New Lodging House Agent:  
Marissa Grunes



I find no reason to deny this application.

Respectfully submitted,

Lieutenant Derek Hayes #L26





OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

LODGING HOUSE (D/B/A): 1077 Beacon St

ADDRESS: 1077 Beacon Street, Brookline, MA 02446

OWNER'S NAME: 1077 Beacon Street LLC

NAME OF NEW AGENT: Marissa Grunes

PREVIOUS AGENT: -

TELEPHONE: [REDACTED]

DATE OF BIRTH: [REDACTED]

EMAIL ADDRESS: [REDACTED]

DO YOU INTEND TO LIVE ON THE PREMISES? No

HAVE YOU PREVIOUSLY HELD A LODGING HOUSE AGENT POSITION IN BROOKLINE OR ELSEWHERE? No

IF SO, IN WHAT YEARS:

AND WHAT ADDRESS (ES):

EMERGENCY PHONE #: [REDACTED]

APPLICANT SIGNATURE *Salvatore R. Hendler* DATE: 5/3/21  
manager



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Lodging House

NAME: Mariassa Grunes

ADDRESS: 1077 Beacon Street #5 Brookline, MA 02446

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: Cincinnati, OH / USA

FATHER'S NAME: Allen Grunes MOTHER'S MAIDEN NAME: Szczepaniak

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 9/1/2015 - present LOCATION: 1077 Beacon Street [REDACTED] Brookline, MA 02446

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

EDUCATION

DATE: 2010 LOCATION: Yale University

DATE: 2019 LOCATION: Harvard University

DATE: LOCATION:

DATE: LOCATION:

EMPLOYMENT HISTORY

DATE: 2011-2019 LOCATION: Harvard University POSITION: Grad Student

DATE: 2019-2021 LOCATION: Harvard University POSITION: Environmental Fellow

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE: Chaina B. DATE: 3 May 2021

(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)

**MASSACHUSETTS** **DRIVER'S LICENSE**



4b DATE 04-18-2014 4c END NONE 4d NUMBER [REDACTED]

5a EXP 05-05-2018 5b [REDACTED]

6a CLASS D 6b REST B 6c SEX F 6d HT 5-05

1 GRUNES  
2 MARISSA E  
3 [REDACTED]

7 REG 04-21-2014 Exp 04-19-2018



OFFICE OF THE SELECT BOARD

M E M O R A N D U M

TO: Mark Morgan, Acting Chief of Police  
Swannie Jett, Health Commissioner

FROM: Melvin Kleckner, Town Administrator

RE: Lodging House Agent

DATE: April 30, 2021

---

May we please have reports on the attached application:

Request of a report to approve the application for Lodging House Agents

Location: 1061 Beacon Street  
For resident agent: Kait-lynn Tombling

This application is scheduled to go before the Board on **May 18, 2021**. May we please have the reports no later than **May 11, 2021**

Thank you.



**BROOKLINE POLICE DEPARTMENT**  
*Brookline, Massachusetts*

Superintendent Mark P. Morgan  
Acting Chief of Police

To: Acting Chief Mark Morgan

From: Lieutenant Derek Hayes

Date: May 5<sup>th</sup>, 2021

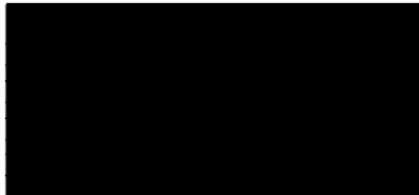
Subj: 1061 Beacon Street - Application for New Lodging House Agent

---

Sir,

On behalf of 1061 Beacon Street, Manager Steven Handler, has applied for a change in their lodging house agent to Kait-lynn Tombling. 1061 Beacon Street is a licensed lodging house in Brookline. Ms. Tombling has lived at 1061 Beacon Street since August 2020. She is currently enrolled at the Boston University School of Medicine.

New Lodging House Agent:  
Kait-lynn Tombling



I find no reason to deny this application.

Respectfully submitted,

Lieutenant Derek Hayes #L26





OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

LODGING HOUSE (D/B/A): 1061 Beacon Street

ADDRESS: 1061 Beacon Street Brookline, MA 02446

OWNER'S NAME: 1061 Beacon Street LLC

NAME OF NEW AGENT: Kait-Lynn Tombling

PREVIOUS AGENT: -

TELEPHONE: [REDACTED]

DATE OF BIRTH: [REDACTED]

EMAIL ADDRESS: [REDACTED]

DO YOU INTEND TO LIVE ON THE PREMISES? No

HAVE YOU PREVIOUSLY HELD A LODGING HOUSE AGENT POSITION IN BROOKLINE OR ELSEWHERE? No

IF SO, IN WHAT YEARS: -

AND WHAT ADDRESS (ES): -

EMERGENCY PHONE #: [REDACTED]

APPLICANT SIGNATURE *Jeanne F. [illegible] manager* DATE: 4/22/21



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Lodging House

NAME: Kait-lynn Tombling

ADDRESS: 1061 Beacon Street #7, Brookline, MA 02446

EMAIL ADDRESS: [REDACTED]

PHONE #: [REDACTED]

PLACE OF BIRTH: Sunrise, Florida

FATHER'S NAME: Peter Tombling MOTHER'S MAIDEN NAME: Green

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 08/2020 - Present LOCATION: 1061 Beacon St [REDACTED] Brookline MA

DATE: 06/2015 - 08/2020 LOCATION: [REDACTED]

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

EDUCATION

DATE: 11/2020-Present LOCATION: Boston University School of Medicine

DATE: 08/2016-12/2019 LOCATION: Florida State University

DATE: LOCATION:

DATE: LOCATION:

EMPLOYMENT HISTORY

DATE: 08/2020-12/2021 LOCATION: Boston POSITION IT

DATE: 07/2016-Present LOCATION: Margate, FL POSITION Secretary

DATE: LOCATION: POSITION

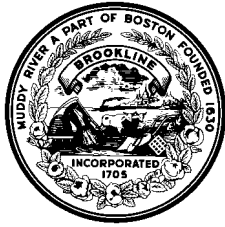
DATE: LOCATION: POSITION

DATE: LOCATION: POSITION

SIGNATURE:  DATE: 4/28/2021(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)







# TOWN of BROOKLINE

## *Massachusetts*

### SELECT BOARD

HEATHER HAMILTON, Chair  
RAUL FERNANDEZ, Vice Chair  
BERNARD GREENE  
JOHN VANSCHOYOC  
MIRIAM ASCHKENASY

MELVIN A. KLECKNER  
Town Administrator

333 WASHINGTON STREET  
BROOKLINE, MASSACHUSETTS 02445

(617) 730-2200  
FAX: (617) 730-2054  
[www.BrooklineMA.gov](http://www.BrooklineMA.gov)

May 21, 2021

Rebecca Frawley Wachtel, Director  
Low Income Housing Tax Credit Program  
Department of Housing & Community Development  
100 Cambridge Street, 3<sup>rd</sup> Floor  
Boston, MA 02114

RE: Hebrew Senior Life, Inc.—108 Centre Street, Brookline

Dear Ms. Wachtel:

Thank you for the opportunity to provide comments on the application for Site Approval submitted by Hebrew Senior Life, Inc. (HSL) to construct fifty-four 100% affordable senior housing units at 108 Centre Street in Brookline.

The Select Board is pleased to not only support this project but to encourage DHCD to expeditiously render a favorable decision on HSL's application. Located in Coolidge Corner with access to public transportation, a vibrant commercial district and a host of support services, the proposed project will increase Brookline's senior affordable housing stock in a highly desirable location for the elderly. Further given the fact that the project abuts our Senior Center, HSL is offering to work with the Town to expand the center in order to provide enhanced services to current and future residents of Brookline including but not limited to the new residents of 108 Centre Street

The Select Board conducted a public hearing on May 11<sup>th</sup> to solicit input from interested parties as well as requested comments from municipal departments, boards and commissions. I am attaching written comments submitted to the Select Board relative to this application. Enthusiastic public testimony in support of this project reinforced the Board's endorsement of this project.

We are fully confident that Hebrew Senior Life will work with the Zoning Board of Appeals and Town staff to address any issues that may emerge relative to the proposal while continuing to provide opportunities for public engagement. Planning Department representatives will contact HSL to discuss

## 5.A.

the plans and studies that the ZBA typically requests be included in the Comprehensive Permit application in order to facilitate HSL's progress through the process. Staff support will continue throughout the 40B review and approval process.

The Town of Brookline looks forward to working with DHCD and HSL to help make this exciting project a reality.

Thank you for your consideration.

Sincerely,

Heather Hamilton, Chair  
Select Board

Attachments

## **New Common Victualler**

Applicant: DTJ Group, Inc.  
DBA: Mandarin Gourmet  
Location: 1020 W. Roxbury Pkwy, CH, MA 02467

### **Application Details:**

Question of approving the application of a new Common Victualler DTJ Group, Inc. D/B/A Mandarin Gourmet at 1020 West Roxbury Pkwy. Hours of operation will be Sunday – Thursday 11:30 am to 9:30pm, Fri – Sat 11:30 am to 10:30pm. Seating will consist of 132 seats.

### **Reports (Attached):**

Health Department (Approved)  
Building Department (Approved)  
Police Department (Approved)  
Fire Department (Approved)

MEMORANDUM

TO: Dr. Swannie Jett, Director of Health & Human Services  
Daniel Bennett, Building Commissioner  
Mark Morgan, Acting Chief of Police  
John Sullivan, Chief of Fire

FROM: Melvin Kleckner, Town Administrator

RE: Common Victualler

DATE: April 28, 2021

---

May we please have reports on the attached application:

Applicant:	DTJ Group, Inc.
DBA:	Mandarin Gourmet
License Type:	Common Victualler
Location:	1020 West Roxbury Pkwy, Chestnut Hill, MA 02467

**Application Details:**

Request of approving the application of a new Common Victualler DTJ Group, Inc DBA Mandarin Gourmet at 1020 West Roxbury Pkwy. Hours of operation will be Sunday – Thursday 11:30 am to 9:30pm, Fri – Sat 11:30 am to 10:30pm. Seating will consist of 132 seats.

(transfer of ownership)

This application is scheduled to go before the Board on **May 18, 2021**. May we please have the reports no later than **May 11, 2021**.

Thank you.

## Checklist for Common Victualler with Alcohol


☒ Common Victualler Application

☐ New Restaurant ☒ Existing

Only  
req'd  
for  
new  
rest

- ☒ Description of Operations
- ☒ Copy of menu
- ☒ Vote of Corporation
- ☒ Litter Letter
- ☒ Delivery description
- ☒ Renovation Form
- ☒ License Interview Form
- ☒ State Tax Verification Form
- ☒ CORI Acknowledgement Form
- ☒ General and Liquor Liability Insurance Certificate
- ☒ Three letters of reference
- ☒ A set of: a description, illustration, and/or detailed plans
- ☒ Certificate of Occupancy, Use, or Inspection (required prior to opening)
- ☒ Workers' Compensation Form (required prior to opening)
- ☐ IN-PERSON class for the safe service of alcohol certification (Manager of Record)
- ☐ Crowd Manager Certification from the Massachusetts Department of Fire Services (Manager of Record – If there is a bar)
- ☐ Alternate Manager Application (if applicable)
- ☐ Entertainment Application (if applicable)
- ☐ Outdoor Seating Application (if applicable)

*liquor license  
application to  
come.*

- 
- ☒ Report from Brookline Police
  - ☒ Report from Building
  - ☐ Report from Fire
  - ☒ Report from Health
  - ☐ DPW (Outside seating only)



SUPT. MARK P. MORGAN  
ACTING CHIEF OF POLICE

## BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

**Sergeant David Hill**

*Patrol Supervisor*

*Brookline Police Dept.*

*617-730-2654*

*dhill@brooklinema.gov*

May 13, 2021

TO: Superintendent Morgan

RE: Common Victualler License – Mandarin Gourmet

Sir,

I received a memorandum from Town Hall regarding a request by Jaimie Thang on behalf of DTJ Group, Inc for a new Common Victualler License at 1020 W. Roxbury Parkway. This location is currently occupied by *Mandarin Gourmet*, and the business will continue to operate as *Mandarin Gourmet* under the new ownership. Business hours will remain 11:30AM-9:30PM on Sunday through Thursday, and 11:30AM-10:30PM on Friday and Saturday. There are no significant renovations planned, and the existing space appears sufficient for the requested indoor seating capacity of 132. There is no request for outdoor seating. At this time, a liquor license application is not included with this transfer of ownership and a request is expected in the near future.

Ms Thang appears to have experience in the food industry and the corporation has previously held Common Victualler licenses in Westwood, Walpole, and Attleboro. 1020 W. Roxbury Parkway is a section of the "Shops at Putterham" strip mall located at Ryan Circle. I am unaware of any incidents of relevance occurring at the current establishment, and find no public safety reason to deny this request.

Respectfully submitted,

Sgt. David Hill S-14



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

## Tiffany Souza

---

**From:** David A Randolph  
**Sent:** Friday, May 14, 2021 12:13 PM  
**To:** Tiffany Souza  
**Subject:** Re: \*REVISED\* Request for Report - Mandarin Gourmet

Hi Tiffany,

The Fire Department has no issues with the change in ownership at Mandarin Gourmet and its associated Common Vic license.

Sincerely,

David Randolph  
Deputy Chief  
Fire Prevention Division  
Brookline Fire Department  
(617) 730-2266 (o)  
<http://www.brooklinema.gov/fireprevention>

---

**From:** Tiffany Souza <tsouza@brooklinema.gov>  
**Sent:** Wednesday, April 28, 2021 3:44 PM  
**To:** Dai Nguyen <dnguyen@brooklinema.gov>; Dan Bennett <dbennett@brooklinema.gov>; David Hill <dhill@brooklinema.gov>; David A Randolph <drandolph@brooklinema.gov>; Jasmine Stokes <jstokes@brooklinema.gov>; Kristen Curtis <kcurtis@brooklinema.gov>; Mark Morgan <mmorgan@brooklinema.gov>; Swannie Jett <sjett@brooklinema.gov>; Tiffany Souza <tsouza@brooklinema.gov>; Todd Korrane <tkorrane@brooklinema.gov>  
**Subject:** \*REVISED\* Request for Report - Mandarin Gourmet

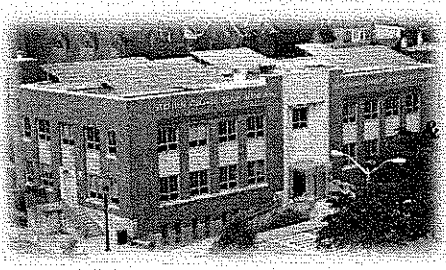
## Tiffany Souza

Administrative Assistant – Licensing



---

Town of Brookline | Select Board's Office  
333 Washington Street, 6<sup>th</sup> FL  
Brookline, MA 02445-6853  
☎: (617) 730-2203 | 📠: (617) 730-2054



**TOWN OF BROOKLINE  
DEPARTMENT OF PUBLIC HEALTH**

**11 Pierce Street, Brookline, Massachusetts, 02445**  
**Telephone: (617) 730-2300 Facsimile: (617) 730-2296**  
**Website: [www.brooklinema.gov](http://www.brooklinema.gov)**

Our vision is an inclusive community that is healthy, safe, connected & equitable for all!

**Dr. Swannie Jett, DrPH, MSc**  
**Director of Public Health**  
**& Human Services**

**BROOKLINE DEPARTMENT OF PUBLIC HEALTH  
M E M O R A N D U M**

To: Melvin Kleckner,  
Town Administrator  
for the Select Board

From: Dr. Swannie Jett, SJ  
Director of Public Health and Human Services

Date: May 12, 2021

Re: Mandarin Gourmet  
1020 West Roxbury Pkwy  
DTJ Group, Inc., Applicant

---

Please be advised that this Department has reviewed the application and plans for the above noted establishment. The Department of Public Health has no objection to the issuance of a Common Victualler license.

This recommendation is under the following conditions:

- The operator must complete the Department of Public Health Town of Brookline Business Reopening Packet for Restaurants.
- The establishment is renovated to comply with Health Code requirements.
- All required applications and fees are submitted to Department as required.
- The operator maintains Food Safety and Allergy Awareness Certification.

## 6.A.

- An odor control system should be installed and maintained to prevent excessive cooking odors should the Department receive valid nuisance complaints.
- The establishment receives a pre-operational inspection before the license is released.
- The establishment must comply with the Town By-Laws on the use of artificial Trans-Fats, Polystyrene and Offering Public Water.

S:food SelectBoard:CVFood21



**TOWN of BROOKLINE**  
*Massachusetts*

**BUILDING DEPARTMENT**

**Daniel F. Bennett**  
**Building Commissioner**

**INTEROFFICE MEMORANDUM**

---

**Date:** May 10, 2021

**To:** Melvin Kleckner  
Town Administrator

**From:** Daniel Bennett  
Building Commissioner

**Re:** 1020 West Roxbury Pkwy - Application from DTJ Group, Inc. d/b/a Mandarin Gourmet, Jamie Thang, Manager, for a Common Victualler License with a seating capacity of 132 and operating hours of Sunday - Thursday 11:30 to 9:30pm 10pm and Friday – Saturday 11:30am to 10:30pm (your memo dated April 28, 2021).

The subject premises is located in a L-0.5 Local Business District. The use as a restaurant is permitted as of right per Section 4.07, Use #30 of the Town of Brookline Zoning By-Law.

The establishment is currently used as a restaurant with seating not to exceed 132. The applicant noted they will be replacing the carpet flooring with tile, a permit is required for this work. The applicant is reminded that all signs and advertising devices require permits prior to installation and must be approved pursuant to the Zoning By-Law. It should also be noted that all building, plumbing, gasfitting, wiring and mechanical work requires permits from the Building Department. A Certificate of Occupancy and Certificate of Inspection will be required prior to opening to the public.

If an odor problem occurs as a result of this use, an odor control system designed and stamped by a registered professional engineer must be installed with a maintenance and cleaning schedule approved by the Building Department.

The Building Department has no objection with the application from DTJ Group, Inc. d/b/a Mandarin Gourmet, Jamie Thang, Manager, for a Common Victualler License with seating capacity of 132 and operating hours of Sunday - Thursday 11:30 to 9:30pm 10pm and Friday – Saturday 11:30am to 10:30pm.

## 6.A.

DTJ GROUP, INC

d/b/a MANDARIN GOURMET

1020 West Roxbury Parkway, Chestnut Hill, MA 02467

Full Service Restaurant offering Asian Cuisine located in a strip mall

Multiple parking spots available (first come, first serve)

Banquet Facilities are available for larger groups (when allowed)

Take – Out Available

NO Delivery

Open 7 days a week, except Thanksgiving Day

Sun – Thurs. 11:30 am – 9:30 pm

Fri. & Sat. 11:30 am – 10:30 pm



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

**APPLICATION FOR  
COMMON VICTUALLER LICENSE**

DATE: April 20, 2021  
LOCATION: 1020 West Roxbury Parkway  
APPLICANT: DTJ Group, Inc.

INDIVIDUAL/PARTNERSHIP/CORPORATION

D/B/A: Mandarin Gourmet

BUSINESS OWNERSHIP- INDIVIDUAL/PARTNERS/CORPORATE OFFICERS:

NAME	TITLE	EMAIL ADDRESS
Wan Sum Ng	President	mandaringourmet8@gmail.com

TELEPHONE #	ADDRESS
[REDACTED]	

NAME	TITLE	EMAIL ADDRESS
Jacky Chen	Treasurer	mandaringourmet8@gmail.com

TELEPHONE #

ADDRESS

NAME

TITLE

EMAIL ADDRESS

Bao Ping Chen

Secretary

mandaringourmet8@gmail.com

TELEPHONE #

ADDRESS

HAVE YOU PREVIOUSLY HELD A COMMON VICTUALLER LICENSE IN BROOKLINE/ELSEWHERE? \_\_\_\_\_

IF YES, LOCATION: AND DATES: 1. Blue Orchid - 927 High Street, Westwood; 2004 - 2019;

2. Ginjo Restaurant - 889 Main St. Walpole, 2007 - present; 3. Sakura - 809 Washington St Attleboro; 2018 - 2020

IF NOT, DO YOU HAVE PRIOR EXPERIENCE IN THE FOOD SERVICE BUSINESS: \_\_\_\_\_

IF YES, LOCATION: AND DATES: \_\_\_\_\_

HOURS OF OPERATION FOR FOOD SERVICE:

DAYS: SUN, MON, TUES, WED, THUR

HOURS: 11:30 am - 9:30 pm

DAYS: FRI &amp; SAT

HOURS: 11:30 am - 10:30 pm

DAYS: \_\_\_\_\_

HOURS: \_\_\_\_\_

HOURS OF OPERATION FOR ALCOHOLIC BEVERAGES SERVICE: (If applicable)

DAYS: (PENDING) SUN, MON, TUES, WED, THUR

HOURS: (PENDING) 11:30 am - 9:30 pm

DAYS: (PENDING) FRI &amp; SAT

HOURS: (PENDING) 11:30 am - 10:30 pm

DAYS: \_\_\_\_\_

HOURS: \_\_\_\_\_

PLEASE NOTE:THE TOWN'S PREPARED FOOD SALES REGULATIONS SET THE PERMISSIBLE HOURS OF FOOD SALES.

MENU: (GENERAL TYPE OF FOOD SERVED)

Asian CuisineFLOOR SPACE SQ. FT. 3,045BYOB: Will you permit patrons to bring their own alcoholic beverages onto the premises? NO

(If yes, please be aware of applicable Town regulations governing BYOB.)

SEATING CAPACITY: INSIDE: 132 OUTSIDE: 0Outside seating only applicable for 6 months from April 15<sup>th</sup> – October 15<sup>th</sup>.

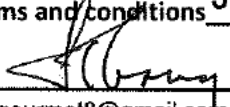
(Please attach plan showing location and layout of outdoor seating.)

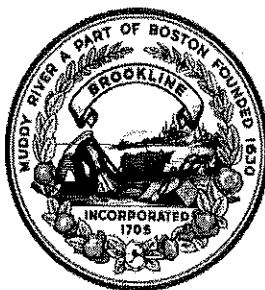
If outdoor seating is proposed to be located on any portion of the public sidewalk that is Town property, this application must be accompanied by proof that the applicant has secured, and that there is in effect during the period of time for which there will be outdoor seating, a general liability policy naming the Town as an additional insured in a minimum amount of \$250,000.00/\$500,000.00.

By signing this application, the applicant absolves the Town and its officials, officers, employees, agents and representatives from all liability in connection with use by the applicant of the Town's portion of a public sidewalk. By signing this application, the applicant agrees to indemnify the Town for any damage to the Town's sidewalk resulting from the applicant's use of it, and agrees to indemnify the Town for any expenses the Town incurs in restoring the Town's sidewalk to its condition prior to use (in excess of any routine cleaning and maintenance service the Town would ordinarily have performed irrespective of the use).

Applicant agrees to outside seating terms and conditions: N/ANUMBER OF BATHROOMS : EMPLOYEE: 1 PUBLIC: 2NUMBER OF PARKING SPACES (IF ANY): Strip - Mall ParkingNUMBER OF EMPLOYEES: 10

All Common Victualler Licenses are issued subject to and conditioned on the licensee's compliance with Massachusetts General Laws Chapter 140, Section 2 et seq., Article 8.10 of the TownBy-Laws, and the Town's Prepared Food Sales Regulations.

Application Agrees to terms and conditions Jaimie ThangAPPLICANT SIGNATURE  TITLE: ManagerPHONE# EMAIL ADDRESS mandaringourmet8@gmail.com



### RENOVATION FORM

IF RENOVATIONS ARE BEING MADE TO LOCATION: PLEASE DESCRIBE IN DETAIL WHAT RENOVATIONS WILL BE MADE, DATE AND SIGN BELOW.

(1) Change floors from carpet to tiles

---



---

(2) Re-paint dining room

---



---

(3)

---



---



---

(4)

---



---



---

(5)

---



---



---

(6)

---



---



---

DATE:

4/22/21

SIGNATURE OF APPLICANT:

*[Handwritten Signature]*

(PLEASE SUBMIT THREE SETS OF PLANS )

## VEGETABLES

100. VEGETARIAN'S MOO SHI	11.00
*101. SZECHUAN STYLE TOFU	11.00
102. FAMILY STYLE TOFU	11.75
103. SESAME BEAN CURD	11.75
104. VEGETARIAN'S DELIGHT	12.00
*105. BROCCOLI WITH GARLIC SAUCE	11.75
*106. SPICY STRING BEANS	12.25
*107. EGGPLANT WITH GARLIC SAUCE	12.25
*108. CHINESE BROCCOLI WITH OYSTER SAUCE	12.25
*109. FRIED TOFU WITH BROCCOLI (Spicy Brown Sauce)	12.25
109B. SAUTEED SPINACH	11.00
109B. SHANGHAI GREEN SAUTEED WITH FRESH GARLIC	12.25

## CHINESE STYLE NOODLE, UDON

110. PAN FRIED CRISPY NOODLES	14.15
<i>Assorted meats, shrimp, and vegetables served on top of noodles.</i>	
111. PAN FRIED NOODLES WITH VEGETABLES	12.75
112. CHICKEN LO MEIN	10.75
113. BEEF LO MEIN	10.75
114. SHRIMP LO MEIN	11.00
115. CANTONESE PAN FRIED CRISPY THIN NOODLES	13.50
<i>Assorted chicken &amp; vegetable on top of thin noodles.</i>	
*116. SINGAPORE RICE NOODLES	12.00
<i>Thin rice noodles sautéed with shredded pork, shrimp and vegetable in carry sauce.</i>	
*117. ROAST PORK LO MEIN	10.75
118. SHANGHAI STYLE NOODLES	12.00
<i>Thin noodles sautéed with shredded beef, onion &amp; scallions.</i>	
119. HOUSE SPECIAL LO MEIN	12.00
<i>Chicken, shrimp, pork and vegetables.</i>	
119B. VEGETARIAN LO MEIN	10.75

## CHOW FOON

120. BEEF CHOW FOON	12.00
121. CHICKEN CHOW FOON	12.00
122. SHRIMP CHOW FOON	12.25
123. VEGETARIAN CHOW FOON	11.75

## FRIED RICE

125. VEGETARIAN FRIED RICE	9.50
126. ROAST PORK FRIED RICE	9.75
127. CHICKEN FRIED RICE	9.75
128. BEEF FRIED RICE	9.75
129. SHRIMP FRIED RICE	10.25
130. YANG-CHOW STYLE FRIED RICE	11.00
<i>With roast pork, shrimp and vegetables.</i>	
131. HOUSE SPECIAL FRIED RICE	11.00
131B. FRIED BROWN RICE WITH SPINACH	11.75
<i>Brown rice sautéed with spinach, beef, pork or shrimp as different protein.</i>	
132. BOILED RICE	1.50
<i>(Option to add vegetable, chicken, beef, pork or shrimp as different protein)</i>	
133. BROWN RICE	1.90

## EGG FOO YONG

135. MUSHROOM EGG FOO YONG	10.25
136. PORK EGG FOO YONG	10.75
137. CHICKEN EGG FOO YONG	10.75
138. BEEF EGG FOO YONG	11.00
139. SHRIMP EGG FOO YONG	11.50
139B. HOUSE EGG FOO YONG	11.75
<i>With roast pork, shrimp and chicken.</i>	

## CHOW MEIN

140. VEGETARIAN CHOW MEIN	10.50
141. CHICKEN CHOW MEIN	11.00
142. PORK CHOW MEIN	11.00
143. BEEF CHOW MEIN	11.00
144. SHRIMP CHOW MEIN	11.75

## CHOP SUEY

145. VEGETARIAN CHOP SUEY	10.50
146. CHICKEN CHOP SUEY	11.00
147. PORK CHOP SUEY	11.00
148. BEEF CHOP SUEY	11.00
149. SHRIMP CHOP SUEY	11.75

## DESSERTS

150. ASSORTED CHINESE FRUITS	4.35
151. FRIED ICE CREAM	4.75
152. YUM YUM BANANA	6.00

*Please bring your own spoon & chopsticks.*

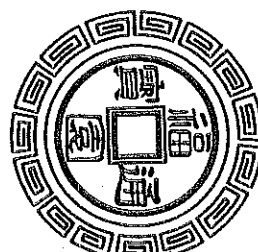
## LUNCHEON SPECIALS

Served 7 Days a Week 11:30 a.m. - 3:30 p.m. (Except Holidays & Winter's Day)  
All dishes serve with choice of Soup: \* Hot & Sour Soup or Egg Drop Soup  
(\$8.50 extra for take out soup)

*Appetizer: Chicken Wing or Crabmeat Rangoon,  
Rice: Boiled Rice or Plain Fried Rice*

*- No substitutions, please*

1.1. SLICED CHICKEN WITH VEGETABLES	8.75
*1.2. KUNG-PAO CHICKEN	8.75
1.3. CHICKEN WITH CASHW NUTS	8.75
1.4. SLICED CHICKEN WITH BROCCOLI	8.75
1.5. LO MEIN (Choice of Chicken, Pork, Beef, Shrimp or Vegetable)	8.50
1.6. DIET STEAMED CHICKEN w/ VEGETABLE (With Brown Beef)	9.50
1.7. DIET STEAMED SHRIMP w/ VEGETABLE (With Brown Beef)	9.50
1.8. VEGETARIAN'S DELIGHT	8.75
1.9. BEEF WITH BROCCOLI	9.25
*1.10. SHREDDED BEEF SZECHUAN STYLE	9.25
1.11. BEEF WITH PEA PODS & MUSHROOM	9.25
1.12. BEEF WITH MIXED VEGETABLES	9.25
1.13. BEEF WITH STRING BEANS	9.25
1.14. SWEET AND SOUR CHICKEN	8.75
*1.15. SZECHUAN SPICY PORK	9.00
*1.16. GENERAL TSAO'S CHICKEN	10.25
1.17. EGG FOO YONG (Choice of Shrimp, Roast Pork, Chicken or Halibut)	8.75
*1.18. KUNG-PAO SHRIMP	9.50
1.19. SHRIMP WITH PEA PODS AND MUSHROOM	9.75
1.20. SHRIMP WITH SAUTEED VEGETABLES	9.50
*1.21. SHRIMP WITH CASHW NUTS	9.50
*1.22. SHRIMP WITH GARLIC SAUCE	9.50
1.23. SHRIMP WITH LOBSTER SAUCE	9.50
1.24. CHICKEN FINGERS, BONELESS SPANERS	9.50
1.25. CHOW FOON (Choice of Chicken, Pork, Beef, Shrimp or Vegetable)	9.50
1.26. EGG ROLL, BEEF TERIYAKI, CRABMEAT RANGOON	9.50
1.27. CHOW MEIN (Choice of Chicken, Pork, Beef, Shrimp or Vegetable)	8.75
*1.28. FRIED TOFU WITH BROCCOLI	8.75
1.29. CHEF'S DAILY SPECIAL	10.25

Mandarin Gourmet  
SZECHUAN & MANDARIN CUISINES

Banquet Facilities for all Occasions  
Catering Service Available

Please Ask for More Information

For Take Out Service  
Please Call

Tel: (617) 325-6661

Tel: (617) 325-6662

Fax: (617) 325-6686

http://mandarinalgourmet.net

1020 West Roxbury Parkway  
Chestnut Hill, MA 02467

(Putterham Circle)

Open 7 Days A Week  
(Except Thanksgiving Day)

Before placing your order, please inform your server  
if a person in your party has a food allergy.

All prices subject to Massachusetts Meal Tax.

# CHEF SPECIALTIES

A. MANDARIN CRISPY BEEF	17.50
<i>Deep fried slices of lighter marinated pieces of tender beef sautéed in Chef's special sauce topped shredded ginger</i>	
B. MANDARIN STYLE CRISPY KUNG-PAO CHICKEN	16.50
<i>Lightly breaded chicken meat stir fried with crisp, hot sauce with ginger, green onions and hot peppers</i>	
C. HUNAN STYLE TORU	15.00
<i>Stir-fried chicken, scallops and hot peppers</i>	
D. MA-I-LA STYLE DELIGHT OF TERE	18.00
<i>Shrimp, scallops &amp; chicken sautéed with chef's special hot spicy sauce</i>	
E. STEAMED GARLIC SHRIMP	18.25
<i>Steamed shrimp on a bed of spinach and topped with our special garlic sauce served in a bamboo steamer</i>	
F. CHEF'S SPECIAL PORK RIBS	18.25
<i>Marinate pork ribs with special sauce in chef's special sauce</i>	
G. SIZZLING TONKE DELIGHT	17.25
<i>Stir-fried beef with vegetables served on hot plates</i>	
H. SHRIMP WITH SCALLION AND GINGER	16.75
I. SCALLOPS IN WINE SAUCE	18.75
<i>Chef's special scallop cooked in our delicious homemade rice wine sauce and topped with pine nuts</i>	
J. STEAMED FISH FILET	18.25
<i>Fresh white fish fillet steamed in chef's special sauce laid on a bed of spinach and garnished with ginger</i>	
K. CRISPY CHICKEN WITH HONEY MUSTARD SAUCE	17.25
<i>Chicken, shrimp, mixed vegetables sautéed in brown sauce served on top of noodles. Garnished with chicken fingers</i>	
L. GAI PO LO MEIN	18.25
<i>Chicken, shrimp, mixed vegetables sautéed in brown sauce served on top of noodles. Garnished with chicken fingers</i>	
M. CRISPY CRUNCH SHRIMP WITH HONEY WALNUTS	17.75
<i>Served with chef special dipping carry sauce</i>	
N. ASPARAGUS & PORK TENDERLOIN	17.75
<i>Cooked in a light sauce</i>	
O. SEAFOOD MIXED PLATTER	19.95
<i>Shrimp, scallops, fish fillet and mixed vegetables served on hot plates</i>	
P. PEPPERCORN CHICKEN	17.95
<i>Stir-fried chicken sautéed with long spicy mushrooms in our spicy peppercorn sauce</i>	

## LOCAL SPECIALS

All items are boiled and are not prepared with MSG, salt, cornstarch, oil, or sugar. (Spices are optional)

D1. SLICED WHITE CHICKEN MEAT WITH MIXED VEGETABLES	14.25
D2. SHRIMP WITH MIXED VEGETABLES	16.00
D3. SLICED CHICKEN & SHRIMP WITH MIXED VEGETABLES	15.25
D4. SHRIMP SEA SCALLOPS & SLICE CHICKEN WITH MIXED VEGETABLES	16.50
D5. STEAMED VEGETABLES	11.75
D6. STEAMED BEAN CURD (TOFU) WITH VEGETABLES	11.75

## APPETIZERS

1. SPRING ROLLS	4.75
2. EGG ROLLS	4.75
3. VEGETARIAN SPRING ROLLS	4.50
4. PEKING RAVIOLI (Pan Fried or Boiled)	7.25
5. BARBECUED SPARE RIBS	10.50
6. BONELESS SPARE RIBS	9.25
7. PORK STRIPS	9.50

8. BEEF TERRAKI	9.25
9. CHICKEN TERRAKI	9.25
10. CHICKEN FINGERS	9.00
11. CHICKEN WINGS	8.35
12. SUMMER ROLL	6.95
13. FRIED SHRIMP	8.95
14. VEGETABLE TEMPURA	7.85
15. CRAB MEAT RANGOON WITH CREAM CHEESE	7.85
16. STEAMED VEGETARIAN SPINACH RAVIOLI	6.85
17. SHRIMP DUMPLINGS (Dum Sum Style)	6.25
17A. PORK SPINACH ROLL (Dum Sum Style)	6.25
18. PORK SPINACH ROLL (With mixed beef & vegetables in carry flavor)	7.05
19. PORK SPINACH ROLL (With mixed beef & vegetables in carry flavor)	7.05
20. CURRY ROLLS	9.75
20A. SCALLION PAN CAKE	9.75
21. SPICY WONTON WITH PEANUT BUTTER SAUCE	5.50

## SOUP

21. HOT AND SOUR SOUP	(SINGLE) 3.95
22. WONTON SOUP	(SINGLE) 3.95
23. EGG DROP SOUP	(SINGLE) 3.65
24. BEAN CURD (TOFU) WITH VEGETABLE SOUP	(FOR 2) 7.35
25. WEST LACE BEEF SOUP	(FOR 2) 8.35
26. SHINGIM RICE SOUP	(FOR 2) 8.35
27. CHICKEN NOODLE SOUP	(FOR 2) 7.35

## POULTRY

30. MOO SHI CHICKEN	11.75
<i>Thinner strands of chicken sautéed with eggs, mushrooms, and shredded cabbage. Served with 5 homemade Chinese pickles (Egg pickles are 0.10 each).</i>	
31. KUNG PAO CHICKEN	12.65
<i>Stir-fried chicken sautéed with cashew, mushrooms and green beans in a spicy sauce.</i>	
32. DIED CHICKEN WITH CASHWY NUTS	12.65
<i>Stir-fried chicken sautéed with cashew, mushrooms and green beans in a spicy sauce.</i>	
33. CHICKEN WITH GARLIC SAUCE	12.65
34. VEGETABLE CHICKEN	12.65
<i>Stir-fried chicken sautéed with cashew, mushrooms and green beans in a spicy sauce.</i>	
35. SLICED CHICKEN WITH BROCCOLI	12.65
36. SLICED CHICKEN WITH PEA PODS & MUSHROOMS	12.65
37. CRISPY SWEET & SOUR CHICKEN	14.75
<i>Cooked in a light sauce with green beans, mushrooms and cashew nuts.</i>	
38. SWEET AND SOUR CHICKEN	12.65
40. STRANGE FLAVORED CHICKEN	12.65
41. CRISPY ORANGE FLAVORED CHICKEN	14.75
42. CRISPY SESAME CHICKEN	14.75
43. GENERAL TSO'S CHICKEN	14.75
<i>Cooked in a light sauce with green beans, mushrooms and cashew nuts.</i>	
44. SIZZLING CHICKEN WITH MIXED VEGETABLES	14.50
45. MINCED CHICKEN WITH PINE NUTS (Fried with sauce)	13.50
47. PEKING DUCK	(Half) 16.75 (Whole) 31.50

Marinated long Island duck prepared in a special oven-cooked for 12 hours and meat separately with homemade Chinese pickles, scallions and hot sauce.

## BEEF

50. MOO SHI BEEF	11.75
51. PEKING SPINACH BEEF	15.00
52. CRISPY ORANGE FLAVORED BEEF	15.00
53. CRISPY ORANGE FLAVORED BEEF	15.00
54. CRISPY ORANGE FLAVORED BEEF	15.00
55. CRISPY ORANGE FLAVORED BEEF	15.00
56. BEEF WITH BROCCOLI	13.75
57. BEEF WITH PEA PODS AND MUSHROOMS	13.90
58. BEEF WITH GREEN PEPPERS AND ONIONS	13.75
59. BEEF WITH MIXED VEGETABLES	13.90
60. BEEF WITH STRING BEANS	13.90
61. BEEF WITH STRING BEANS	13.90
62. MONGOLIAN BEEF	16.50
63. BEEF WITH OYSTER SAUCE	13.90
64. BEEF WITH OYSTER SAUCE	13.90
65. BEEF WITH OYSTER SAUCE	13.90
66. BEEF WITH OYSTER SAUCE	14.50

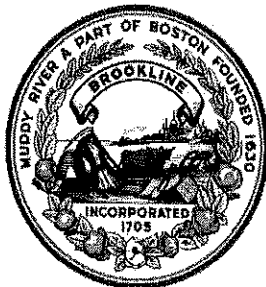
## PORK

70. MOO-SHI PORK	11.75
71. CRISPY PORK WITH GARLIC SAUCE	12.65
72. SHREDDED PORK WITH GARLIC SAUCE	12.65
73. LOBSTER SAUCE	11.25
74. SWEET & SOUR PORK	14.65
75. SHREDDED PORK WITH STRING BEANS	12.65
76. SHREDDED PORK WITH SCALLOPS AND ONIONS	12.65
77. SLICED PORK WITH BROCCOLI	12.65

## SEAFOOD

80. MOO-SHI SHRIMP	12.65
81. KUNG-PAO SHRIMP	15.75
82. SHRIMP WITH GARLIC SAUCE	15.75
83. SHREDDED PORK WITH GARLIC SAUCE	15.75
84. BONG KONG CRISPY SHRIMP	16.25
85. SHRIMP WITH CASHWY NUTS	15.75
86. LAKE TUNG TING SHRIMP	15.75
87. SHRIMP WITH BROCCOLI	15.75
88. SIZZLING SHRIMP WITH VEGETABLES	16.25
89. FISH FILET WITH BLACK BEAN SAUCE	16.00
90. CRISPY-SECCUAN FISH FILET	16.75
91. CRISPY-SECCUAN FISH FILET	16.75
92. CRISPY ORANGE SCALLOPS	16.75
93. SCALLOPS SAUTÉED WITH MIXED VEGETABLES	16.75
94. CRISPY SESAME SHRIMP	16.25
95. FISH FILET SAUTÉED WITH MIXED VEGETABLES	16.25
96. SWEET & SOUR SHRIMP	14.95
97. SHRIMP WITH LOBSTER SAUCE	15.75
98. CRISPY HUNAN STYLE FISH FILET	16.25

Items in Red are Hot & Spicy  
Please ask server for degree of spice

VOTE OF CORPORATIONDATE: April 20, 2021AT A MEETING OF THE BOARD OF DIRECTORS OF DTJ Group, Inc.HELD AT: 200 Lincoln St. STE. 002, Boston, MA 02111 ON: April 5, 2021

IT WAS DULY VOTED THAT THE CORPORATION APPLY TO THE LICENSING BOARD FOR THE TOWN OF BROOKLINE FOR A

Common Victualler License (with Liquor License at a later date)

(TYPE OF LICENSE)

FOR THE YEAR 2021 TO BE EXERCISED ON THE PREMISES LOCATED AT 1020 West Roxbury Parkway, Chestnut Hill, MAVOTED: TO AUTHORIZE Jaimie Thang (as Manager) TO SIGNTHE APPLICATION FOR THE LICENSES IN THE NAME OF DTJ Group, Inc.  
d/b/a Mandarin Gourmet AND TO EXECUTE ON ITS BEHALF ANY NECESSARY PAPERS, AND TO DO ALL THINGS REQUIRED RELATIVE TO THE GRANTING OF THE LICENSE.THIS CORPORATION HAS NOT BEEN RESOLVED.

A TRUE COPY

ATTEST:

CLERK

Bao Ping Chen, Secretary

## 6.A.

Plan for control of elimination of litter:

Eliminate unnecessary packaging and single use items

Reduce the amount we give away

Replace disposables with durable reusable items

Switch to items that are recyclable or made of materials that won't persist in the environment

Separate plastics, bottles and papers from trash and put in separate barrel

Throw all trash in the trash dumpster

There are 1 trash barrel and 1 recycle barrel in the basement

There are 1 trash barrel and 1 recycle barrel in the kitchen

There are 1 trash barrel and 1 recycle barrel in the bar

There are 2 (2 yds) dumpster and 1 (8 yd) dumpster from Clean Way being service every Wednesday and Saturday

## SERVICE AGREEMENT



WASTE SERVICES, INC.

CLEAN WAY WASTE SERVICES, INC.

P.O. BOX 426

NORWOOD, MA 02062

TEL: 617-361-5200 – FAX: 617-361-1150

WWW.CLEANWAYWASTE.COM

☒ NEW ACCOUNT

☐ UPDATE

☐ SERVICE INCREASE

☐ SERVICE DECREASE

☐ RATE INCREASE

☐ RATE DECREASE

### BILLING INFORMATION

Name: S

Address: A

M

Zip Code: E

Phone#:

Alt Phone #:

Fax #:

Contact Name:

Email Address:

Agreement

Effective Date: 4/2/2021

### SERVICE LOCATION INFORMATION

Name: MANDARIN GOURMET

Address: 1020 WEST ROXBURY PARKWAY

CHESTNUT HILL, MA

Zip Code: 02467

Phone#: 781-888-2288

Alt Phone #:

Fax #:

Contact Name: JAIMIE

Email Address: MANDARINGOURMET8@GMAIL.COM

Service Start

Date: 5/1/2021

### SERVICE SPECIFICATIONS

Service Type	Qty	Size	Lids	Wheels	Lock	Freq.	M	T	W	Th	F	S	Su	Charges
TRASH	1	8YD	X			2XW			X			X		\$ 563.29 / MONTH
RECYCLING	2	2YD	X	X		2XW			X			X		\$ 433.30 / MONTH

### SPECIAL INSTRUCTIONS:

### SCHEDULE OF CHARGES

EQUIPMENT RENTAL: \$ N/A

LOCKS: \$ N/A

DISPOSAL CHARGE: \$ 996.59 / MONTH

LOOSE YARDS: \$ 18.00 / YARD

EXTRA YARDS: \$ 18.00 / YARD

EXTRA PICKUP: \$ 65.00 / TRASH

\$ 30.00 / RECYCLING

THE UNDERSIGNED INDIVIDUAL HEREBY CERTIFIES THAT HE/SHE IS THE LEGAL REPRESENTATIVE OF THE CUSTOMER AND HAS THE AUTHORITY TO SIGN LEGALLY BINDING CONTRACTS ON BEHALF OF THE CUSTOMER AND THAT HE/SHE HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT ON THE REVERSE SIDE OF THIS DOCUMENT.

CUSTOMER		CLEAN WAY WASTE SERVICES, INC.	
AUTHORIZED SIGNATURE:	X <i>Jaimie Thang</i>	REPRESENTATIVES NAME:	COREY BOVA
PRINT NAME:	X Jaimie Thang	REPRESENTATIVES SIGNATURE:	<i>[Signature]</i>
TITLE:	X Manager	DATE:	4/2/2021
DATE:	X 4/12/21		

PLEASE SEE THE TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS AGREEMENT





# 3 STEPS TO REDUCE PLASTIC & BENEFIT YOUR BUSINESS

A GUIDE FOR RESTAURANTS AND EATERIES

Prepared by the Product Stewardship Institute, Inc. (PSI) with funding from the U.S. Environmental Protection Agency (EPA) Region 2





*Is this relatable? We use disposable foodware only for a few minutes.*

# Contents

---

<b>Introduction: Why Reduce Plastic?</b>	<b>3</b>
<b>Step 1</b> Assess your plastic footprint	<b>4</b>
<b>Step 2</b> Create a reduction plan & get results	<b>5</b>
<b>Step 3</b> Make it your policy	<b>13</b>
<b>Results from Real Restaurants</b>	<b>14</b>
<b>The Extra Mile</b> Tackle plastic in your community	<b>18</b>
<b>Additional Resources</b>	<b>20</b>

# Acknowledgements

PSI prepared this toolkit with support from the U.S. Environmental Protection Agency (EPA) Region 2 and the New England Interstate Water Pollution Control Commission (NEIWPCC) as part of our project requirements under Grant I96275701.

## Thank You

We would like to thank the owners and staff of Bruce & Son, Little Creek Oysters, Lucharitos, and Tikal.1, as well as many individuals in the Village of Greenport and Town of Southold, New York who contributed their time, effort, and expertise to this project. Thank you to Theodore Greene for contributing technical expertise in the programming of the Plastic Footprint Tool and Foodware Cost Calculator. We would also like to thank the following organizations for their contributions: North Fork Environmental Council, Peconic Estuary Program, and Peconic Estuary Protection Committee. Finally, we would like to thank the Massachusetts Chapter of the Sierra Club for permission to include its model ordinance banning Polystyrene, PVC, and PETE foodware among the sample policies, and the Seattle Department of Public Utilities for its input on this guide.

## Product Stewardship Institute (PSI)

PSI is a national nonprofit that reduces the health, safety, and environmental impacts of consumer products with a strong focus on sustainable end-of-life management. Headquartered in Boston, MA, we take a unique approach to solving waste management problems by mediating stakeholder dialogues and encouraging producer responsibility. We design, implement, evaluate, strengthen, and promote both legislative and voluntary product stewardship initiatives across North America.

## Project Contact

For more information, please contact Megan Byers at the Product Stewardship Institute at [megan@productstewardship.us](mailto:megan@productstewardship.us) or (617) 236-4866.

People with disabilities who require these materials in a different format or other special accommodations should contact Amanda Nicholson at [amanda@productstewardship.us](mailto:amanda@productstewardship.us) or at (617) 236-4833.

*This project is funded by an agreement (I96275701) awarded by the Environmental Protection Agency (EPA) to the New England Interstate Water Pollution Control Commission (NEIWPCC). Although the information in this document has been funded wholly or in part by the United States Environmental Protection Agency under agreement I96275701 to NEIWPCC, it has not undergone the Agency's publications review process and therefore, may not necessarily reflect the views of the Agency and no official endorsement should be inferred. The viewpoints expressed here do not necessarily represent those of NEIWPCC or U.S. EPA nor does mention of trade names, commercial products, or causes constitute endorsement or recommendation for use.*

*Product Stewardship Institute Inc. is an equal opportunity employer and provider.*

We only use it for a moment, but  
**Plastic always comes back.**



### Stop throwing money in the trash!

- Reduce packaging costs
- Enrich the dining experience
- Prevent unsightly litter near your business
- Lower waste collection costs
- Save staff time
- Boost marketing
- Tap into the green market and foster customer loyalty
- Get ahead of regulations
- Be a community role model
- Protect food from contamination

Despite our best intentions, some of the packaging we give customers will be littered. 80% of this debris is plastic.

Whether your restaurant is right on the beach or hundreds of miles from the coast, wind and rain inevitably sweep cups, bottles, bags, straws, utensils, and other packaging into our oceans, rivers, and lakes, where it injures animals and pollutes the water.

Plastic adsorbs pollutants (like pesticides and heavy metals). It carries pathogens and small invasive species to new homes. Eventually, it breaks into tiny bits that contaminate soil and water. Plus, ocean animals mistake it for food. It goes up the food chain, so the plastic (with toxic pollutants!) ends up in people when we eat seafood.

By reducing the plastic you give to customers, you will help reduce litter, protect the quality of food sources, and protect the landscapes and wildlife that support tourism – all while saving money and helping your business thrive.

### Step 1: Assess your plastic footprint



## Step 1

# Assess Your Plastic Footprint

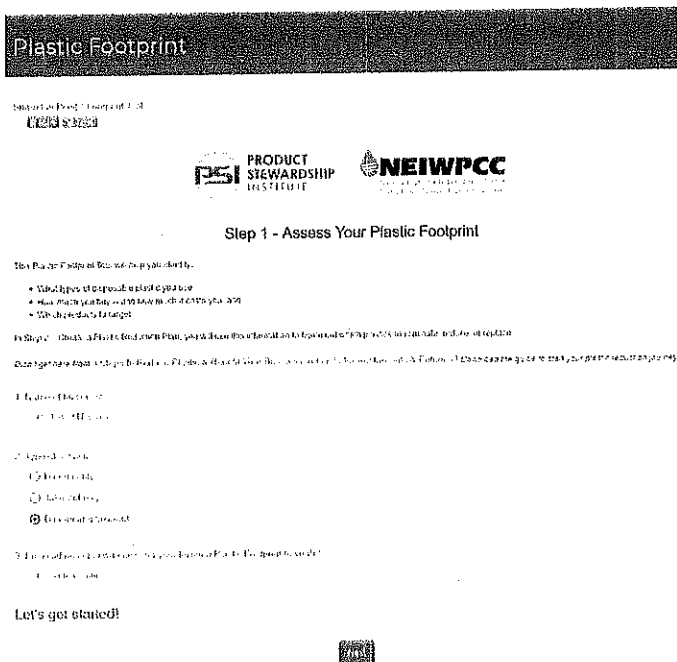
Knowing your Plastic Footprint will help you identify:

- How many disposable plastics you use
- How much you buy – and how much it costs you
- Which products to target

To begin, visit the online Plastic Footprint Tool:

Take your plastic footprint

[tiny.cc/MyPlasticFootprint](http://tiny.cc/MyPlasticFootprint)



Take your Plastic Footprint wherever you are,  
on any device.

First, select which disposable plastics you currently use.

Then, enter how many cases you buy each month, how many items per case, and how much each case costs.

That's all! Our Plastic Footprint Tool will automatically calculate your total plastic footprint and email it to you.

**Good work.** You'll receive your Footprint within minutes. *The email will come from [noreply@surveygizmo.com](mailto:noreply@surveygizmo.com). If you don't see it, check your spam/junk folder.*

**Step 2: Create a reduction plan & get results**



## Step 2

# Create a Plastic Reduction Plan & Get Results

## Setting Your Goal

Based on your Plastic Footprint, what are the top 2-3 items you use? Prioritize items that customers take off the premises. They are most at risk of becoming litter. Or, pick whatever you're comfortable tackling first! You can always do more later.

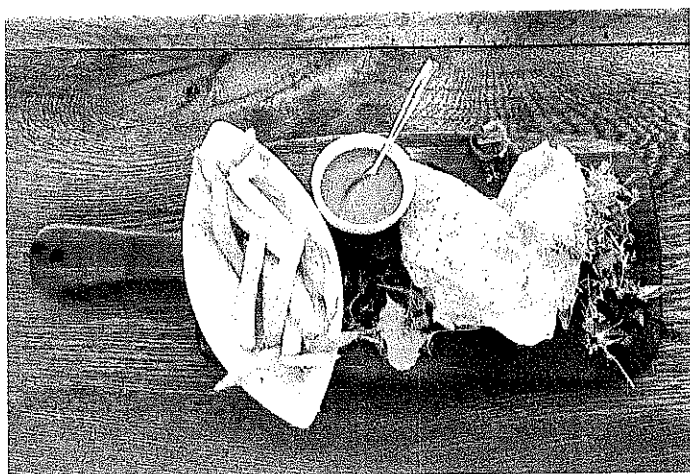
Think about how plastic reduction fits into your big picture.

- What past actions successfully reduced disposable items or increased recycling?
- Does your business have a sustainability or waste reduction plan?
- Ask your staff what waste issues they see.
- Does your town, county, or state regulate disposable plastics (ex. a plastic bag ban or fee)?

## The Plan

There are four basic strategies to reduce plastic (and other disposables, too):

1. **Eliminate** unnecessary packaging and single-use items.
2. **Reduce** the amount you give away.
3. **Replace** disposables with durable reusable items.
4. **Switch** to items that are recyclable or made of materials that won't persist in the environment.



Moving away from plastic, which many people consider "cheap" and artificial, can enhance your food presentation and dining experience.

Many plastic reduction strategies are free, cost effective, or cost neutral. Other changes may require an upfront investment, but can *save* you money after a few short weeks or months. Once your plan is in place, review short- and long-term financial projections to evaluate your changes and readjust as needed.

If you choose to purchase reusable dining ware or switch to a new disposable item, think about how the new products will fit your atmosphere and brand.

Use our handy Foodware Cost Calculator to project the cost savings and plastic reduction you'll achieve.

Calculate your costs & savings

[tiny.cc/FoodwareCalculator](http://tiny.cc/FoodwareCalculator)

Examples & tips

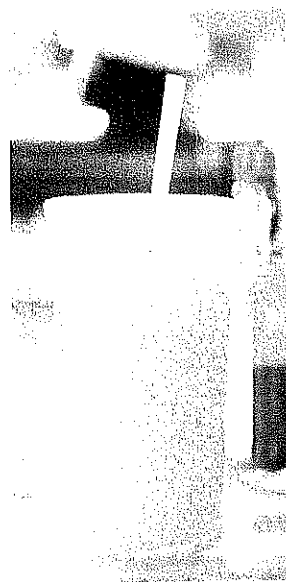


## Step 2 – Eliminate & Reduce Disposables

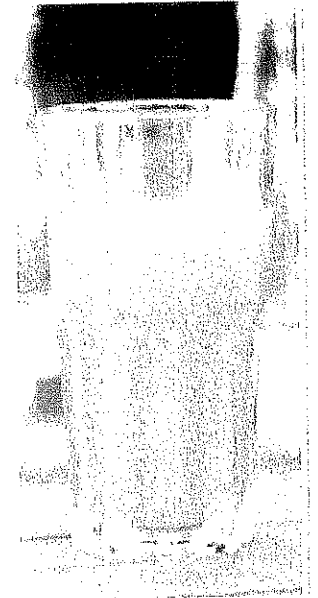
For each item you identified in “Setting Your Goal,” choose option(s) from the list on the following pages. The list is organized from most effective to least effective. Most plastic reduction plans will incorporate a variety of strategies, which will vary per product.

### 1 - Eliminate.

The most cost effective and sustainable packaging is no packaging!



VS.

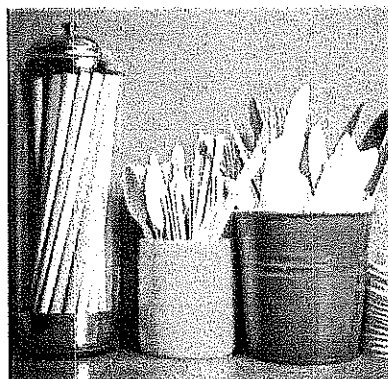


### 2 - Reduce.

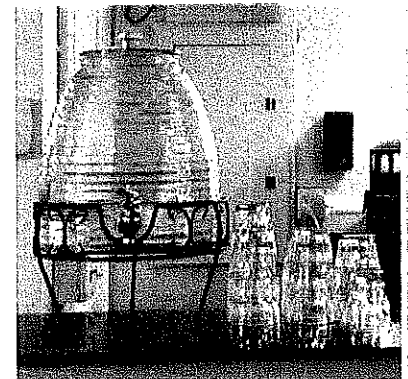
1. Serve the item only upon request (only when the customer asks).
2. Ask the customer if they need the item instead of automatically giving it.
3. Only use what is needed, when it's needed, for the right number of people, ex. never double bag; ask how many are in a group before giving cutlery; give only the type of cutlery needed for the order (only a spoon for soup, fork for salad); serve lids only for kids.
4. Use self-serve dispensers that release one item at a time instead of open containers. These encourage customers to take only what they need, instead of grabbing a handful.
5. On or near dispensers, remind customers, “Consider the environment. Take only what you need.”



VS.



+

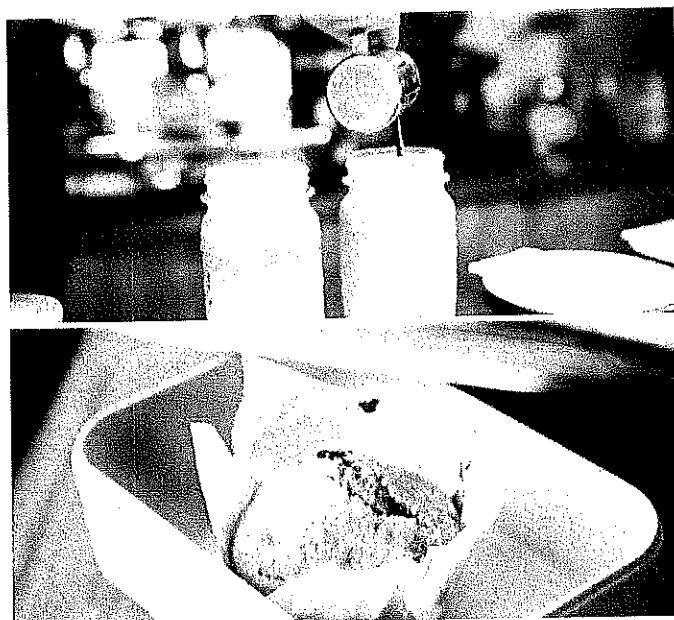


## Step 2 – Replace Disposables with Reusable Options



### 3 - Reuse.

1. Replace disposable items with glass, ceramic, stainless steel, wood, or durable plastic versions.
2. Give disposables only for take-out. Use reusable dining ware for all dine-in service.
3. Encourage customers to bring their own reusable items:
  - Offer promotions, ex. a discount, freebie, fill any size container for a flat rate. Get creative!
  - Charge 5-25 cents for disposable plastics. Fees are far more effective at changing consumer behavior than promotions. *This option may be more accepted if stores in your area already charge for products like plastic bags.*
  - Market your ability to refill their water bottles, or accept personal containers for take-out.
4. Sell branded products like bags, mugs, and to-go containers, or set up a small deposit system or discount for patrons who bring them back. This will greatly enhance your brand recognition and customer loyalty, and possibly become a new revenue stream!
5. Replace condiment packets with bulk dispensers, ex. a thermos of milk or bottle of ketchup.



Customers can transfer food from a plate to their own container (NOT directly from shared food sources like buffets). But if **you** put food in their container, you must either sanitize the container or train your staff to prevent contamination. Never let kitchen utensils touch the customer's container. If an accident occurs, immediately sanitize exposed items. Contact your health department with questions.

#### More reuse tips:

Purchase products in containers that your supplier can take back for reuse. Tell your supplier that you do not want excess packaging.

Re-incorporate disposable items into business operations, ex. turn old glass bottles into holders for straws, condiments, or flowers.

Seek out reusable to-go programs for cups and takeout containers, ex. [Cuppow's Cup Club](#), [Vessel](#), [OZZI](#), [Go Box](#), or [Green GrubBox](#). These are most common in cities.

# Step 2 – Switch to Less Harmful Disposable Products

## 4 - Replace.

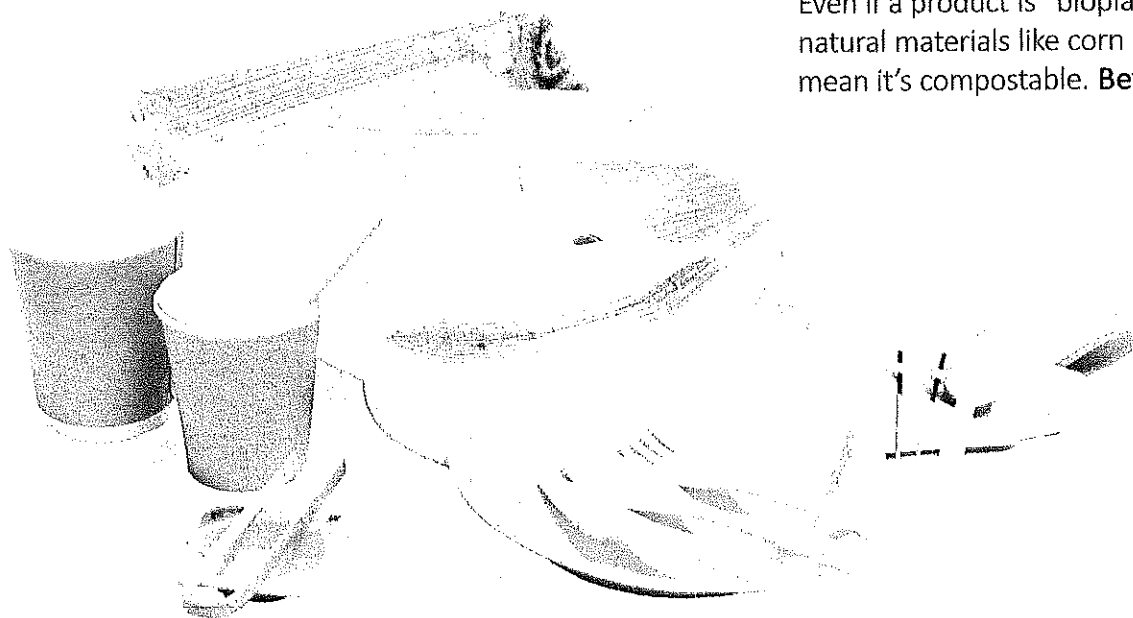
1. Choose plant products over compostable plastic, as they decompose much better in compost and the environment:

- Bagasse (sugarcane fiber)
- Wheat straw
- Silver grass (miscanthus)
- Palm leaf
- Bamboo
- Wood
- Paper (uncoated)

Depending on your area, these products can be only slightly more expensive than plastic. They can even be cost neutral or save money *if you also reduce how much you use (see p. 6).*

Make sure the product is 100% plant material. Avoid products (ex. corn, cassava, and other plant starches) that are blended with plastic filler.

2. If plant products or composting are not available, choose materials that are recyclable in your area. Ask your recycling hauler which products they accept. Most recyclers cannot process plastic cutlery, straws, and stirrers due to their small size.



### Compostable Plastic: Think twice before buying

*Only offer compostable plastic if your business and the surrounding area collect compost, AND your compost facility accepts the products you choose!*

Compostable plastics tend to be pricey. Don't be swindled! They do not degrade in the environment much (if any) better than conventional plastic. They are designed only to break down under specific industrial compost conditions. And not all industrial facilities can process them.

Compostable plastics can also confuse your customers. They are not recyclable, but they look like products that are. When put in the recycling bin, compostable plastic can ruin an entire batch of recyclables since they are designed to break down over time.

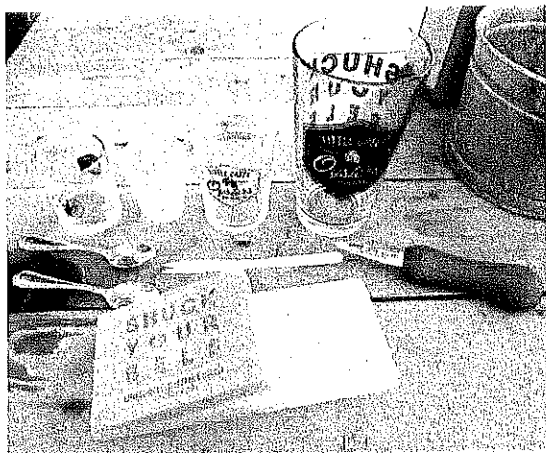
If you want to use compostable plastic, only use products that are certified by the Biodegradable Products Institute (BPI).

### Avoid common misconceptions:

Beware of products labeled "biodegradable," "oxo-degradable," "degradable," "decomposable," or make vague marketing claims that are not certified by a third party. They are NOT compostable.

Even if a product is "bioplastic" (synthesized from natural materials like corn or sugarcane), that doesn't mean it's compostable. **Before you buy, check BPI.**

## Step 2 – Additional Considerations



Little Creek Oysters (Greenport, NY) uses branded products. See p. 17 for their story.

**Many suppliers offer custom printing** for reusable, recyclable, and compostable products. Prices depend on order size or rates negotiated via contract.

**Use only unwrapped straws and cutlery** to reduce plastic, save money, and save time cleaning up dropped wrappers. Keep unwrapped products in a dispenser or behind the counter for sanitation. If you want to provide a wrapped option, serve it only on request.

**Many businesses have eliminated plastic straws.** Some customers may need a straw for medical reasons. Serve reusable or paper straws only on request. Reusable straws typically come with cleaning wands, which allows for easy cleaning.

**Seek products (especially paper) that are uncoated**, or coated with wax or clay instead of plastic, and that are unbleached.

**Seek paper and wood products certified sustainable** by the [Forest Stewardship Council](#).

**Choose products with recycled content** to support recycling.

**Avoid products made from polystyrene** (a type of plastic commonly known as “styrofoam,” but it can also be clear and rigid – look for the #6 recycling symbol). Styrene is a neurotoxin and probable carcinogen. It leaks into food and drinks when exposed to heat, alcohol, fats, or oils.

**BPA-free? Be wary.** The plastic additive bisphenol-A (BPA) is famous for seeping into food and drinks. It has been linked to a slew of health issues, including reproductive, immunity, and neurological problems. But it turns out that common BPA replacements (like BPS and BPF) may have similar or worse effects. Avoid this problem by purchasing non-plastic products.

**Avoid fluorinated compounds (PFAS).** Bamboo, uncoated paper, clear PLA (polylactic acid), paper coated with clay or PLA, and palm leaf consistently test as no or low-fluorine. Consult the Center for Environmental Health’s [Safer Foodware Guide](#) for further guidance.

### Worried whether compostables actually work?

Most companies offer samples! Continual innovation in food packaging ensures that compostables stand up just as well as conventional products. Pay attention to the storage instructions. Some products may not perform well if stored where it’s too hot or too moist.

**Find suppliers & educate customers**



## Step 2 – Find a Supplier for New Products

### Find a Supplier for Plastic-free Products

Start by asking your current supplier what they offer. If they don't have what you need, look online or ask other restaurant owners in your area which local suppliers they use. If your current supplier does not carry these items, request that they start. If the options are too expensive, ask fellow business owners if they'd be willing to purchase jointly in bulk with you, so you can both enjoy a lower price.

The market for sustainable products might be limited in your area, so it may be tricky to find what you're looking for. But nationwide, the options are growing as more restaurants seek sustainable products. If you can't find a local option, look for a national supplier or online vendor. Often, you can buy sustainable products directly from their manufacturers.

If you prefer to get all your supplies from one vendor, most large supply companies now stock at least a small selection of plastic-free options for a range of products.



## Step 2 – Educate Customers

### Educate Customers & Promote Your Efforts

Customers love it when you support a good cause. More people than ever before are seeking and demanding sustainable practices. By patronizing your business, they not only enjoy delicious food, but also support a clean, healthy environment. Let your customers know that!

Your staff can explain the changes to customers when they serve them. Put a message on your menu, counter, tables, walls, window, website, or social media to explain the changes. Ask enthusiastic customers to share your social media posts and spread the word about plastic pollution to their friends, family, and local media.



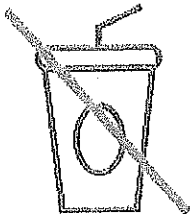
Lucharitos added a new photo.  
15 hrs · Instagram

We are now phasing out all plastic straws and plastic bottles in both our locations. We will be using paper straws on request only.

We invite our brothers in the biz to join the movement if you have not already. We will be paper strawing it once the shipment arrives. It feels good to show a bit more respect to Mother Nature.  
#refusethestraw #lucharitos #littluelucharitos

### Project 0

### REFUSE THE STRAW



That single-use straw in your cocktail or coffee will be on this planet forever. It takes 200 years to break down...into tiny toxic particles. The US and UK toss nearly 550 million plastic straws PER DAY. Very little is recycled, and much ends up in the ocean. A healthy ocean provides resilience to climate change. Help today. Refuse the straw.

#refusethestraw

👍 Like

💬 Comment

🔗 Share



📷 240

Community

24 Straws

View all 20 comments

Lucharitos (a taqueria + bar in Greenport, NY) announced its new straw policy on social media. See p. 14 for their story.



Greenport, NY 5<sup>th</sup> graders drew this window decal for restaurants reducing plastic with PSI.

Even if your customers are accustomed to disposables, most will understand or even celebrate your decision once you explain it to them. (After all, whose junk drawer *isn't* stuffed with unused condiment packets and plastic cutlery?) The rest will appreciate the option to receive disposables upon request.

Pay attention to customers' comments and requests online and in person. Implement their suggestions where possible, and let them know you've done so.

To generate lots of responses and let customers know you're listening, consider sharing a short survey on social media or your website, or hand customers a paper survey and pencil when they pay. You can keep it anonymous, or tie survey responses to a promotion (ex. chance to win a free meal, everyone who enters gets a coupon, etc.).

### Old habits die hard.

Your staff may also need to adjust to your changes (ex. always ask customers "for here or to go? Did you bring your own mug for our 10% discount?" or only give straws when a customer requests one). Establish training and signage to remind them of the new protocol.

## How your facilities can prevent litter



## Step 2 – Your Facilities

Your facility and staff also contribute to whether your plastics will end up in the environment. Below are steps to make proper disposal convenient for your customers. Provide bins both inside and outside if appropriate. Even if your business produces little waste front of house, put bins near the door for customers carrying outside items. Most non-roadway litter occurs near entrances, where people discard products before entering a building.

### Facilities

<b>Maintenance</b>	Maintain and beautify the establishment – a well-maintained, attractive space fosters a sense of personal responsibility and reduces littering behavior. Litter begets litter.
<b>Trash</b>	A clearly labeled bin will show pictures of items that cannot be recycled or composted at your business and indicate that these items are headed for the landfill.
<b>Recycling</b>	If you do not currently recycle, we strongly recommend that you start. Recycling can save you money on trash removal fees. Ask your trash hauler or building maintenance crew if they can take recyclable materials, and which products they accept. A clearly labeled bin will show images of the recyclable packaging you use at your business.
<b>Composting</b>	If composting is available in your area, provide a compost bin. A clearly labeled bin will show images of food scraps and any compostable packaging used at your business. Pay attention to your compost program's limitations for packaging.
<b>Hydration Stations</b>	Install a drinking fountain or sink that can easily accommodate refillable bottles.
<b>Messaging</b>	Signage can be on the packaging, on a product dispenser, or near trash bins. Servers can also tell customers how to properly dispose of trash when they finish eating.

### Employee Training

<b>Cleanliness</b>	Ensure consistent grounds and facility maintenance, cleaning, and trash storage.
<b>Customer Interactions</b>	Train your staff on proper disposal of the items used at your business. If they don't know which bin to put something in, they won't be able to answer customer questions.
<b>Education</b>	Your staff should understand that the presence of litter hurts your brand's reputation.
<b>Lead by Example</b>	When your staff disposes of items properly, it shows your customers how to do it.
<b>Listen to Staff Ideas</b>	Your staff constantly interacts with customers. They are in the best position to identify new opportunities to reduce waste and maintain a litter-free facility.

## Step 3: Make plastic reduction your official policy



## Step 3

# Make it Your Policy

**Now that your plan is in place, update your official purchasing policies.**

Feel free to borrow our suggested language below. Your Disposable Products Policy should include specific guidelines and goals for reducing waste, including your plastic reduction plan. Ensure that other policies (like contracting procedures, purchasing documents, and product specifications) do not conflict with it. Remove obstacles or add language as needed to harmonize your policies.

Your policy is a handy reference for you and your staff. Revisit and update it as necessary for greatest impact and to ensure that the procedures are actually followed. Over time, your business needs may change, new situations can arise, and new sustainable products will become available.

Download the sample policy

[tiny.cc/FoodwarePolicy](http://tiny.cc/FoodwarePolicy)

**[Business Name]**

### Disposable Products Policy

**Policy Statement** [Business name] is committed to preventing waste through the efficient use of natural resources. We achieve this by:

1. Eliminating and minimizing the use of disposable plastics, wherever possible;
2. Seeking products made from materials less harmful to the environment; and
3. Preferring products that conserve natural resources.

**Procedure** The [Owner/ Manager/Procurement Officer] is responsible for overseeing the intent of this policy. The [Owner/Manager/Procurement Officer] is responsible for synchronizing the efforts of staff in eliminating disposable plastic, minimizing its use, and seeking less harmful materials. New materials should be evaluated for cost and price, as well as environmental impacts, to determine the best value.\*

**Protocols** All [Business Name] staff will ensure that daily activities and purchases made are in compliance with this policy by following these protocols:

1. Avoid purchasing unnecessary items
2. Provide customers with reusable products instead of disposables whenever possible
3. Reduce the use of disposables by:
  - a. [Your plastic reduction plan here (ex. serving straws only on request; asking before giving utensils)]
4. Seek alternatives to plastic. Analyze options for optimal environmental, financial, and practical performance.
5. Ensure that disposable products (be they recyclable or compostable) are compatible with local waste infrastructure. Consult your local government, waste hauler, or recycling/composting facilities when unsure.

**Other Preferable Environmental Criteria** When considering new/alternative products, consider all of the following characteristics to maximize environmental sustainability and cost effectiveness:

- Includes recycled content. Prioritize products with the highest percentage of post-consumer recycled content.
- Made of natural materials, recyclable, or certified compostable. Paper products must not be coated with plastic.
- Conserves energy, water, and reduces greenhouse gas emissions
- Chlorine-free manufacturing
- [Other considerations here]\*\*

\*PSI's [Foodware Cost Calculator](#) makes evaluating costs easy

\*\*For ideas, see "Additional Considerations" on page 9.

**Results from real restaurants**



# Results from Real Restaurants

We piloted plastic reduction with four businesses in Greenport, NY. Here's what they accomplished.

## Lucharitos

"Lucharito" loosely translates to "little fighter." This feisty modern taqueria and bar dishes up delicious food with minimal plastic:

- Ask customers if they need to-go foodware
- Switched to paper carryout bags, compostable paper take-out containers, and unwrapped BPI-certified compostable take-out cutlery
- Switched from wrapped cutlery packets to unwrapped cutlery
- Stopped serving straws in water cups, then phased out plastic straws and serve paper straws by request
- Discontinued the sale of plastic bottles



Before



After

And they're not stopping there! Lucharitos plans to install a filtered water station for customers to refill their reusable water bottles. Lucharitos will also sell branded reusable water bottles in the restaurant.

Don't let anyone tell you that plastic reduction will hurt your business. In the middle of our project, Lucharitos opened a second location, which does mostly takeout – and instantly applied its plastic reduction strategies.

\$3,223 annual cost savings

\$49 additional savings in reduced yearly waste fees

632,080 plastic items prevented per year

2,203 pounds of plastic waste prevented annually

boosted operational efficiency + saved staff time

fewer plastic straws = clog-free sinks

*"We are all influencers. I use this on social media as a competitive advantage.*

*If you're operating a food business but don't care what happens to your product – both the food and the packaging it comes in – **you will be left in the dust.** It's in every business's best interest to make these changes, if for no other reason than to keep up with the ones who are.*

*The sooner we all jump in and go green with packaging, the sooner the price of green products goes down and it's easier for all to jump in the game."*

*– Marc Lamaina, Owner*



# Results from Real Restaurants

## Bruce & Son

Bruce & Son is a progressive upscale brunch place. Their locally-inspired menu is elegant and plastic free:

- Ask take-out customers if they need bags and disposable foodware
- For take-out service, uses Forest Stewardship Council-certified birch wood cutlery, bagasse (sugarcane pulp) condiment cups with recyclable PET plastic lids, and branded paper bags
- Switched to paper straws, self-serve
- Streamlined cup sizes – only use one size for hot and cold cups

With the exception of recyclable PET condiment cup lids, all of Bruce & Son's new disposable take-out products are made of naturally biodegradable materials with no synthetic linings!

Plastic-lined paper is still their best option for hot cups. They wanted to switch to wax-coated paper cold cups, but the current foodware market did not yield an attractive design to fit their brand. Although paper hot cup lids exist in other parts of the world, only plastic lids were available in Greenport, NY.

Rather than use plastic-lined paper cold cups, which are not recyclable, they are sticking with recyclable plastic cups – at least, until the U.S. packaging market catches up with the rest of the world.

32,000 plastic items prevented per year

1,145 pounds of plastic waste reduced annually

Increased operational efficiency

Don't have to order disposables as often

Competitive branding advantage

Only 50% of customers take straws

*"We wouldn't have a business without tourists. We have a responsibility to keep the water clean. Plastic is cheap, but that doesn't make it the right option.*

*If you need more reason than that, you'll stand out when you eliminate plastic. You don't often see paper straws or wood utensils. Even our employees were thrilled when we announced the changes.*

*You'll always save money when you switch to reusables. The cost of washing dishes is negligible. And if you're worried about the cost of paper, do the math. The price increase isn't that much, especially when you realize that you'll use less to begin with. When you offer plastic, people just take it. You use more, and you have to buy more often. But they think twice when you offer nicer products."*

*- Kassala and Scott Bollman, Owners*



# Results from Real Restaurants



## Tikal.1

This cozy, family-run restaurant serves mouthwatering traditional Central American dishes. The owner painted its colorful murals. Here's how they reduce plastic:

- Ask before serving take-out cutlery, straws, and napkins
- Replaced disposable plastic table covers with hand-made Guatemalan cloths. Washing them is a seamless part of the staff routine. No additional labor needed.
- Took condiment packets off the table, implementing a self-serve area
- Switched from polystyrene foam (aka "styrofoam") containers to aluminum and paper
- Switched from polystyrene foam cups to paper
- Switched from plastic carryout bags to paper.



Attracted new customers!

\$3,578 annual cost savings

\$90 additional savings in reduced yearly waste fees

32,608 plastic items prevented per year

2,003 pounds of plastic waste reduced annually

80-90% of customers decline straws + cutlery

Enhanced atmosphere and enjoyment  
for customers + staff

Don't have to order disposables as often

*"We used to just give out plastic and didn't think about the damage to the sea. Once we learned about the impact, we had to do the right thing. Switching to new products requires an initial investment, but it's worth it. We've actually gotten more customers coming in because they heard about our efforts."*

*If you're unsure about reducing plastic, definitely give it a try. Just by putting straws, cutlery, and napkins behind the counter, we halved the amount we have to order, and we don't have to restock nearly as often."*

*- Helen Gonzales, Manager*

# Results from Real Restaurants

## Little Creek Oysters

Upbeat, relaxed, and a little sassy (after all, their slogan is "Shuck Yourself"), Little Creek Oysters serves fresh seafood with minimal plastic:

- No longer serve plastic for inside or outside service
- Keep a small inventory of plastic for emergencies only
- Increased inventory of reusable wine glasses, pint glasses, and mugs
- Serve plastic straws only upon request
- Replaced plastic forks with wooden spears and plastic taster spoons with metal
- Replaced oyster bags with reusable oyster boxes

Their biggest challenge was space for reusables. After seeking nearby storage, they reconfigured their space. Stackable products like cups are easy, but mugs are harder.

Most of Little Creek Oysters' reusables are beautifully branded (see p. 9). Sometimes, people swipe a spoon or shot glass, especially in the outside seating area on a big holiday weekend. Ian thinks it's flattering, while Rosalie finds it annoying. Both agree that it's not a significant financial impact, and see it as an advertising benefit. They admit that you can run out of inventory quicker than expected on a busy day when people steal things, but in the end, it's worth it to provide an excellent dining experience and to stop serving plastic outside. They still keep a small supply for overwhelming days like the 4th of July when it's hard to keep up with the washing.

Because their business is at once oyster farm, restaurant, and retail market, the owners took their efforts to the next level by reducing disposables across production. They replaced disposable plastic mesh oyster bags, which can be easily lost at sea during harvest, with durable boxes that are reusable, stackable, less likely to get lost, and printed with their logo for enhanced brand recognition. Plus, unlike the bags, the boxes are recyclable.



Before



After

\$5,507 annual cost savings

\$113 additional savings in reduced yearly waste fees

233,400 plastic items prevented per year

2,507 pounds of plastic waste reduced annually

Reduced plastic from production to retail

Enhanced dining experience

Competitive branding advantage

Only 1 in 10 customers ask for a straw

Don't have to order disposables as often



"If you're trying to figure out what plastics to tackle, look at your floor. If it's landing on the ground, it's going in the water.

Any business can experiment. See what works for you. Start with small changes. Every business has its own way of doing things, but with a little thought, you can make a big difference not only for your own image and bottom line, but also for the world."

— Rosalie Rung, Owner

"We tell our customers why we serve plastic only on request. It's an opportunity to educate them.

With reusable products, we don't have to worry about keeping up the disposable inventory. In the end, the dining experience is so much better."

— Ian Wile, Owner

**Plastic in your own community**



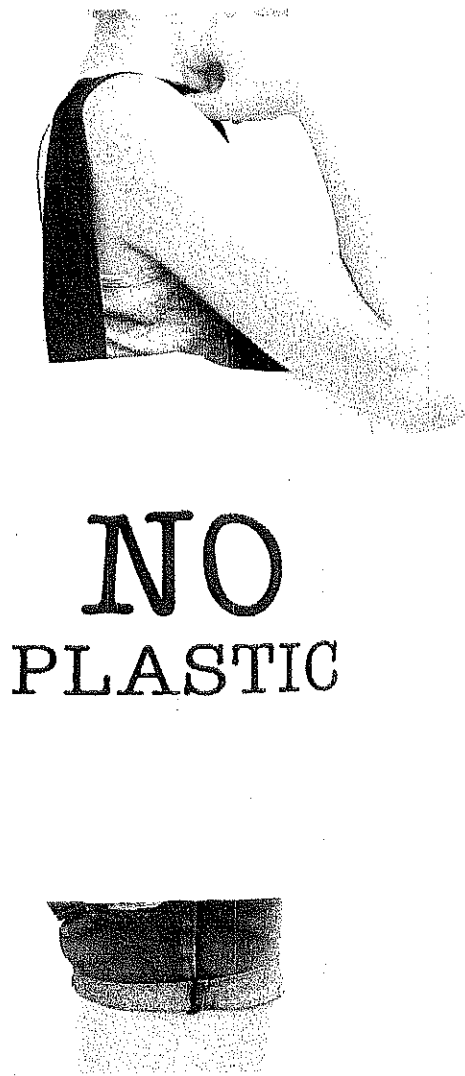
# The Extra Mile Tackle plastic in your community

## Voluntary Strategies

There are many ways to educate fellow business owners and residents in your community about plastic.

When they understand the issue, more people will start using reusable products and support plastic reduction efforts. Here are some ideas.

You can share facts, graphics, videos and other content from environmental groups like [Plastic Pollution Coalition](#), [5 Gyres](#), [Lonely Whale](#), [Clean Seas](#), [Clean Water Action](#), [One Green Planet](#), and [Surfrider](#).



Your merchandise can be educational, too!

## Business education

Talk to fellow business owners about how plastic reduction benefits you and give them this Guide.

Cooperatively purchase bulk eco-friendly products with other businesses to enjoy lower prices.

Ask your Chamber of Commerce, Business Improvement District, or other business groups to educate their members about plastic-free business practices and incentivize the switch to green products.

Reach out to environmental groups in your area, or your local government official(s) in charge of sustainability, recycling, or waste reduction. Ask them to create a certification or ranking system (e.g., Gold, Silver, Bronze) to award businesses that are reducing plastic and to help customers identify eco-friendly dining options.

## Public education

Nothing beats firsthand experience. Host a litter cleanup!

Share information about plastic pollution and how to stop it on social media. Educate your customers on your plastic reduction efforts, and how they can reduce or refuse plastic every day.

Screen a documentary, ex. [A Plastic Ocean](#), [Plastic Paradise](#), [STRAWS](#), [Plastic China](#), or [Divide in Concord](#).

Reach out to schools and teachers. You or a group of local business owners can teach kids about why you are reducing plastic at your restaurant. Local environmental groups will be thrilled to provide educational materials or join you in class.

Tell people where they can recycle bags and plastic wrapping. You can use [existing tools and guidance from WRAP](#) (Wrap Recycling Action Program).

## Mandatory strategies



# Tackle plastic in your community

## Mandatory Strategies

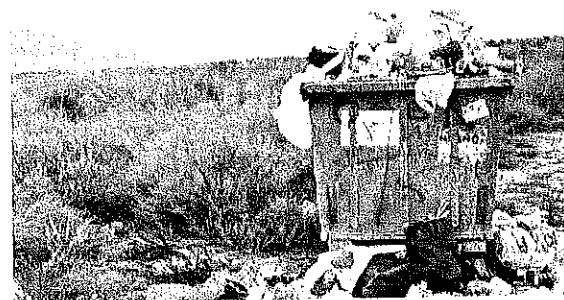
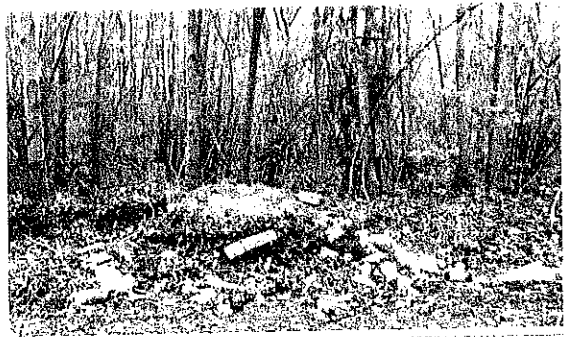
A written policy within your organization and legislation in your community are more effective because everyone must participate.

Legislation also levels the playing field – so responsible businesses are never at a disadvantage to their competitors.

PSI found the laws below to be strong examples of what state and local governments around the country are enacting to reduce plastic waste.

Get in touch with your local chamber of commerce, business groups, or environmental organizations to discuss the potential for introducing and supporting legislation that will best meet your goals. Encourage municipal, county, and state-level policymakers to consider these policies.

You may replicate and adapt the sample language for your jurisdiction's unique needs.



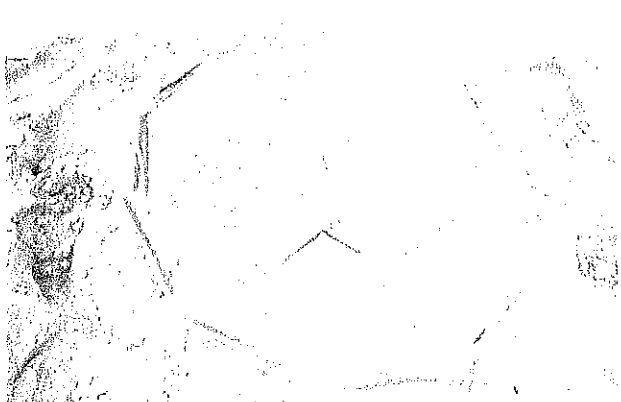
Take pictures of plastic litter in your area to demonstrate the problem.

Sample legislative options include:

- Require Foodware to be Recyclable or Compostable
- Polystyrene (including "styrofoam")
- Straws, Stirrers, and Utensils
- Require Reusable Foodware for Onsite Dining
- Carryout Bags
- Bottled Water
- Balloons
- Polystyrene, PVC, and PETE

View sample legislation

[tiny.cc/PlasticPolicies](https://tiny.cc/PlasticPolicies)



"The simple straw seems to be a pathway to enlightenment regarding waste prevention. When a person, business, or government goes through the steps of eliminating the distribution of plastic straws and utensils that are unwanted and unneeded, it opens a new awareness of how wasteful we have been. It opens the door to 'what's next, what else can we do?'"

— Sego Jackson, Seattle Public Utilities, WA

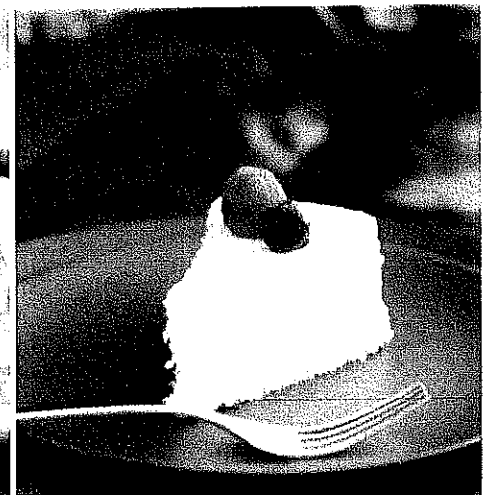
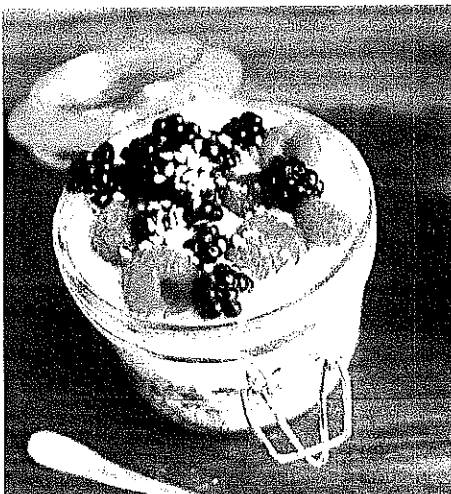
Additional resources to help you



# Additional Resources

PSI's plastic reduction guide has outlined the steps to take and the knowledge you need to reduce plastic at your restaurant. Use the free resources below to find alternatives to plastic, and to take plastic reduction to the next level:

- Use PSI's [Foodware Cost Calculator](#) to project the money and plastic you will save by reducing disposables and switching to reusable or compostable alternatives.
- Find [certified compostable](#) products through the Biodegradable Products Institute (BPI).
- For further guidance to avoid hidden hazards in disposable foodware, consult the Center for Environmental Health's [Safer Foodware Guide](#).
- Find paper and wood products certified sustainable by the [Forest Stewardship Council](#).
- Contact Clean Water Action's [ReThink Disposable](#) project, a technical assistance program that helps restaurants reduce disposable products. Their [Reusable Food Serviceware Guide](#), educational graphics, and other helpful resources are available online.
- Join Surfrider's [Ocean Friendly Restaurants](#) program to become a certified "Ocean Friendly Restaurant" and gain national and local recognition.
- Take part in the [Plastic Pollution Coalition's](#) campaigns to spread the word about plastic pollution and learn about additional actions you can take to stop it.
- Join [Lonely Whale's #StopSucking](#) campaign to challenge your customers to skip the straw.
- Check out 5 Gyres's [Better Alternatives Now List 2.0](#) for more information about the top polluting products and better alternatives.
- For more guidance on restaurant sustainability, visit the [Green Restaurant Association](#).



## 6.A.

All vendors for our inventories will come in the back through our kitchen and down to the basement. There is a valley way in our back door area where delivery truck park and deliver our products. Some of the vendors that we are using are:

Coca Cola: Deliver at 9am

Cintas: Deliver at 8:30am

Performance Foodservice: Deliver at 10am

Hua Shing Produce: Deliver at 8:30 am

Bay State Seafood: Deliver at 11am

Crown Uniform: Deliver at 1pm



LICENSE INTERVIEW FORM

TYPE OF LICENSE APPLYING FOR: Common Victualler

NAME: Jaimie Thang

ADDRESS: [REDACTED]

EMAIL ADDRESS: mandaringourmet8@gmail.com

PHONE #: [REDACTED]

PLACE OF BIRTH: Vietnam

FATHER'S NAME: Minh Thang

MOTHER'S MAIDEN NAME: Quach

ARE YOU A CITIZEN? YES ☒ NO ☐ ALIEN CARD # \_\_\_\_\_

ARE YOU A VETERAN: YES ☐ NO ☒

RESIDENCES FOR LAST FIVE YEARS

DATE: 03/01/00 - present

LOCATION: [REDACTED]

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_ LOCATION: \_\_\_\_\_

**EDUCATION**

**DATE:** 09/80 - 06/85 **LOCATION:** Josiah Elemetary; 885 Washington St. Boston **POSITION:** ☐

**DATE:** 09/85 - 06/89 **LOCATION:** John W. McCormick Middle School; 315 Mt. Vernon St. **POSITION:** ☐

**DATE:** 09/89 - 06/93 **LOCATION:** Excel High; 95 G St. South Boston **POSITION:** ☐

**DATE:** 09/95 - 09/97 **LOCATION:** Quincy College ; 1250 Hancock St. Quincy **POSITION:** ☐

**EMPLOYMENT HISTORY**


**DATE:** 2018 - 2021 **LOCATION:** BONGCHON CHICKEN 329 Moody St. Waltham **POSITION:** G.M. - Rest. ☐

**DATE:** 2016 - 2018 **LOCATION:** SHABU + MEIN 148 1st St. Cambridge **POSITION:** Manager - Rest. ☐

**DATE:** 2015 - 2016 **LOCATION:** GINJO RESTAURANT 889 Main St. Walpole **POSITION:** Manager - Rest. ☐

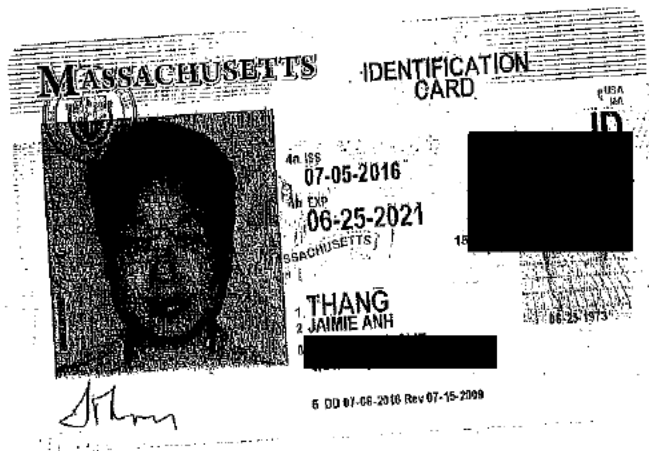
**DATE:** 2013 - 2015 **LOCATION:** SAKURA - ATTLEBORO 809 Washington St, South Attleboro **POSITION:** Manager - Rest. ☐

**DATE:** 2008 - 2013 **LOCATION:** BEISINGA TOYKO REST. 103 Nagog Park, Acton **POSITION:** Manager - Rest. ☐

**SIGNATURE:**  **DATE:** 4/21/21

**(PLEASE SUBMIT THREE CHARACTER REFERENCES WITH APPLICATION)**

6.A.



181345586  
24003601

[www.mass.gov/rmv](http://www.mass.gov/rmv)  
MA 02/22/2016  
06/25/1973  
CLASS -  
D: Small vehicle less than  
26,001 lbs; except school  
bus.

ENDORSEMENTS -  
NONE

RESTRICTIONS -  
NONE

CHANGE OF ADDRESS, PRINT BELOW. PERMANENT INK



# ServSafe® CERTIFICATION

## JAIMIE THANG

For successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

6.A.

17336496

CERTIFICATE NUMBER

5408

EXAM FORM NUMBER

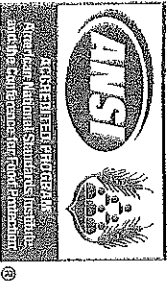
1/10/2019

DATE OF EXAMINATION

1/10/2024

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

*Sherman Brown*  
Sherman Brown  
Executive Vice President, National Restaurant Association Solutions



In accordance with Maritime Labor Convention 2006, Resolution ADMIN 068-2013 (Regulation 3.2, Standard A3.2),  
©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association® and the arc design  
are trademarks of the National Restaurant Association.  
This document cannot be reproduced or altered.  
17110811

Contact us with questions at 233 S. Wacker Drive, Suite 3600, Chicago, IL 60606-6383 or [ServSafe@restaurant.org](mailto:ServSafe@restaurant.org).


# Certificate of Completion

This Certificate of Completion of  
**eTIPS On Premise 3.0**  
For coursework completed on August 6, 2018  
provided by Health Communications, Inc.  
is hereby granted to:

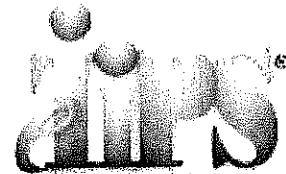
**Jaimie Thang**

Certification to be sent to:

**16 Hodges Ave  
Quincy MA, 02171-2233 USA**

  
HEALTH COMMUNICATIONS, INC.

This document is not proof of eTIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.



# CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: JAMIE THANG

Certificate Number: 3799857

Date of Completion: 3/5/2019

Date of Expiration: 3/5/2024



Issued By:

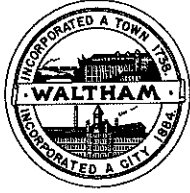
*The above-named person is hereby issued this certificate  
for completing an allergen awareness training program  
recognized by the Massachusetts Department of Public Health  
in accordance with 105 CMR 590.009(G)(3)(a).*

*This certificate will be valid for five (5) years from date of completion.*



Massachusetts Restaurant Association  
333 Turnpike Road, Suite 102  
Southborough, MA 01772  
508-303-9905  
[www.marestaurationtasoc.org](http://www.marestaurationtasoc.org)

NATIONAL  
RESTAURANT  
ASSOCIATION®  
800.765.2122  
[www.restaurant.org](http://www.restaurant.org)



BOARD OF LICENSE COMMISSIONERS  
CITY OF WALTHAM  
MASSACHUSETTS

WAYNE F. BRASCO, CHAIRMAN  
KEVIN RITCEY  
KENNETH W. SUMNER  
MICHAEL S. RUSSO, ADMINISTRATIVE DIRECTOR

To Whom It May Concern;

I have personally known Ms. Jaimie Phang of 16 Hodges Avenue, Quincy, Massachusetts for several years, and also interacted with her when she became the manager of the Liquor License for Bon Chon Korean Chicken restaurant located in Waltham at 329 Moody Street.

During Ms. Phangs time representing the license for this establishment, she was an excellent operator who never ever, had an alcohol incident at her premise, and was known as one of our most responsible restaurant operators.

I would be glad to appear before any venue be it public or private to speak favorably of Ms. Phangs character and integrity.

Respectfully,

*Wayne F.X. Brasco Sr.*

Wayne F.X. Brasco Sr.  
Chairman  
Waltham License Commission

## Cathyann Harris

---

City Council Ward 8

Waltham, Ma 02453

781 697 4560

4/13/21

Dear Sir or Madame,

It is my pleasure to know and work with Jamie Thang for the past 3 years in my capacity as a Waltham City Councilor and her capacity as part of the Leadership team at BonChon Restaurant on Moody St in Waltham.

Jamie is an honest, hardworking person who loves the community she works in. She and I met while working on several Downtown Revitalization projects focused on Moody St: Downtown Market place to bring the Waltham Farmers Market downtown and make Moody St pedestrianized for 5 Saturdays in Oct, Waltham 135-year Parade and Moody St Outside Dining during COVID 2020. In each initiative she gave her all for the community and I was really impressed with her collaboration and energy.

My understanding is that she is now venturing out on a new initiative and when I was asked to write a recommendation I did not hesitate. I recommend and support Jamie Thang based upon her strong character, her hard-working work ethic, her love of community and her ability to bring nothing but good to all she works on. She will be an asset to your community, and she is a great partner for downtown business development supporting the community that she lives and works in.

Thank you for your kind consideration and time.

Sincerely

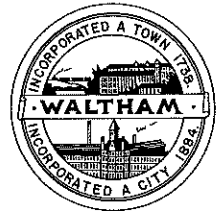
Cathyann Harris

City Council – Ward 8

Waltham, MA 02453



**Waltham Police Department**  
**Community Services Division**  
*"Protecting and Serving With Pride"*



Kevin E. O'Connell  
 Acting Chief of Police

Timothy J. Maher  
 Captain

April 12, 2021

Dear Sir or Madam,

I am writing this reference for Jaimie Thang 16 Hodges Ave Quincy Mass 02171, who is applying for a liquor license in your community.

I am Captain of our Community Services Division and just recently served as liquor liaison officer for our local licensing board. Jaimie had opened and managed the Bon Chon Korean Chicken restaurant at 329 Moody Street Waltham Mass. In the course of my duties and responsibilities I have always found Jaimie to have managed a well-run and well-maintained business. Jaimie's staff was always well trained and hospitable. Under Jaimie's management, Bon Chon has never had any issues with the Waltham Police, our Health department or our Licensing Board. It is my opinion that while Jaimie has been with Bon Chon, that this establishment has also been a great neighbor to surrounding businesses.

As Jaimie moves on to a new venture, we wish her the best of luck and am sure she will be positive presence in your community.

Thank you for your consideration,

*Capt. Timothy Maher*

Captain Timothy Maher  
 Community Service Division  
 Waltham Police Department  
 Email: [tmaher@police.waltham.ma.us](mailto:tmaher@police.waltham.ma.us)  
 Direct Line: (781) 314-3591  
 Fax line: (781) 314-3590



**STATE TAX VERIFICATION FORM**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all state taxes as required under law.

**\*Signature of Individual**

WAP SUM NG



**\*\* Social Security #**

**Voluntary or Federal ID #**

**By: Corporate Officer**

PRESIDENT

DTJ GROUP, INC.

**\*This license will not be issued unless this certification clause is signed by the applicant.**

**\*\*Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Massachusetts General Law Chapter 62C, Section 49A.**



DEPARTMENT OF THE TREASURY  
INTERNAL REVENUE SERVICE  
PHILADELPHIA PA 19255-0023

000372.322207.155497.21213 1 MB 0.450 914



DTJ GROUP INC  
1020 W ROXBURY PKWY  
CHESTNUT HILL MA 02467

Date of this notice: 03-24-2021

Employer Identification Number:  
86-2731579

Form: SS-4

Number of this notice: CP 575 A

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB OF THIS NOTICE.

### WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 86-2731579. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	10/31/2021
Form 1120	04/15/2022
Form 940	01/31/2022

If you have questions about the form(s) or the due dates(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, Accounting Periods and Methods.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, Entity Classification Election. See Form 8832 and its instructions for additional information.

**QUOTE**

Write Touch POS  
22 Morris Lane, East Providence, RI 02914  
t. 1-800-527-5395 f. 1-888-999-5891

Number AAAI7702  
Date Apr 7, 2021

**Sold To**

**Mandarin Gourmet**  
Jaimie T  
1020 W Roxbury Parkway  
Chestnut Hill, MA 02467  
USA

Phone 617-325-6661  
Fax

**Ship To**

**Mandarin Gourmet**  
Jaimie T  
1020 W Roxbury Parkway  
Chestnut Hill, MA 02467  
USA

Phone 617-325-6661  
Fax

Salesperson	P.O. Number	Ship Via	Terms
TTsoi			

Line	Qty	Description	Unit Price	Ext. Price
1		<b>HARDWARE</b>		
2	1	Touch Dynamic Pulse Ultra POS Station, Celeron J3455, 512GB SSD 2.3Ghz	\$1,600.00	\$1,600.00
3	1	Windows IoT with MSR	\$400.00	\$400.00
4	1	EPSON T88 Thermal Receipt Printer	\$330.00	\$660.00
5	2	SNBC BTP-M300 Impact Printer Ethernet	\$0.00	\$0.00
6	1	<b>SOFTWARE</b>	\$800.00	\$800.00
7	1	RMW additional users	\$295.00	\$295.00
8	1	ProfiTek Credit Card Module 1st User License	\$180.00	\$180.00
9	1	<b>MISC</b>		
10	1	Labor: Training, Installation, Programming	\$500.00	\$500.00
11	1	Discount - ECSI Merchant Processing Customer	-\$650.00	-\$650.00

**Terms & Conditions:**

-Quote Valid for 30 days.

Name \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

<b>SubTotal</b>	\$3,785.00
<b>Tax</b>	\$205.31
<b>Shipping</b>	\$0.00
<b>Total</b>	<b>\$3,990.31</b>

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - GENERALLY ALL HARDWARE COMPUTER COMPONENTS PROPOSED ABOVE ARE COVERED BY A LIMITED MANUFACTURER WARRANTY, COVERING PARTS AND LABOUR FOR HARDWARE ONLY AND ON A DEPOT BASIS - WE SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING.

# Corporations Division

## Business Entity Summary

ID Number: 001490644

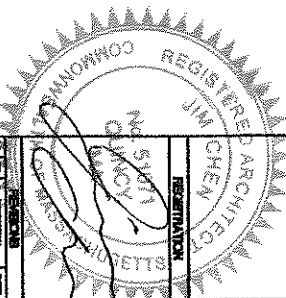
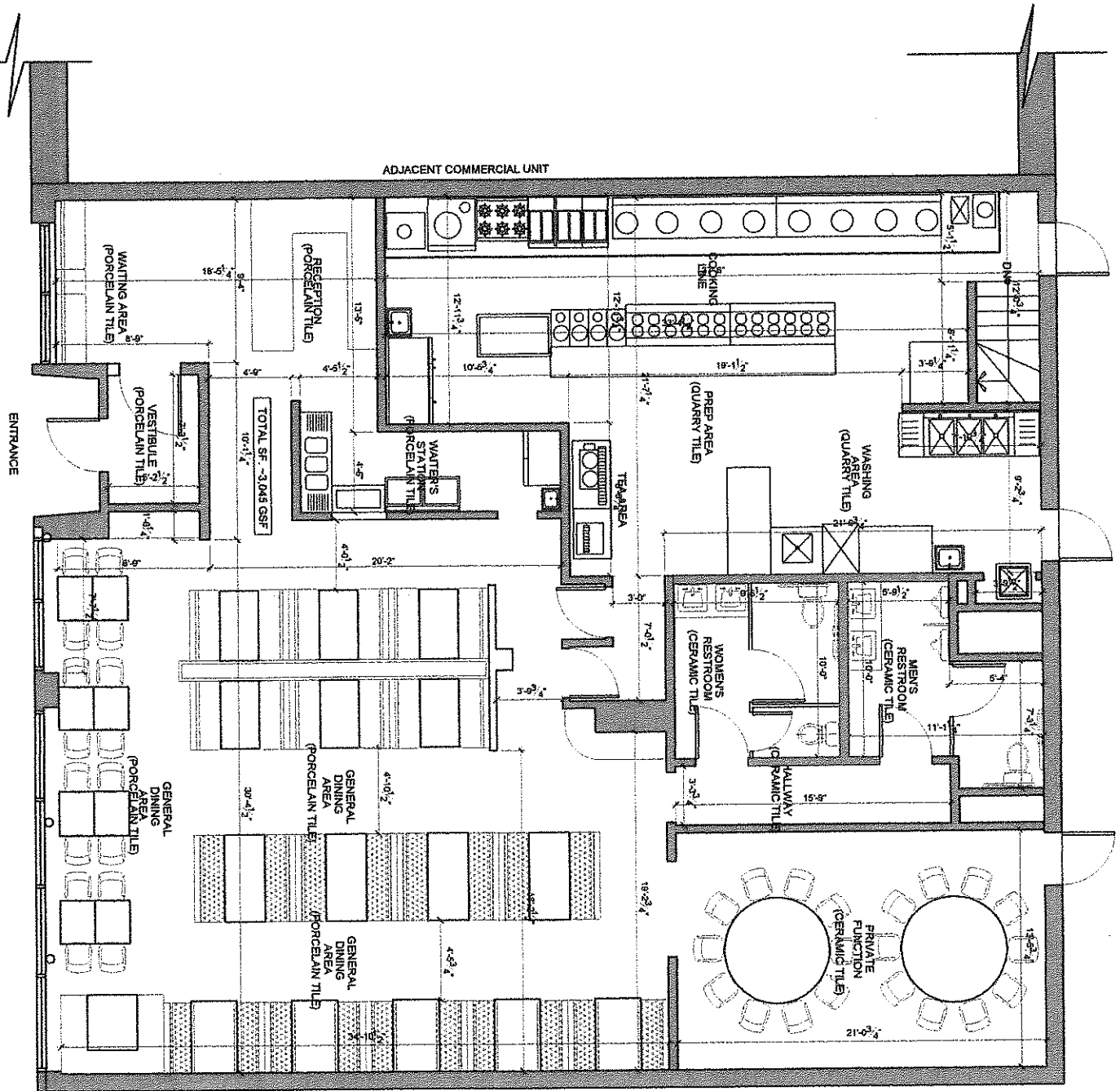
Request certificate

New search

Summary for: DTJ GROUP, INC

<b>The exact name of the Domestic Profit Corporation:</b> DTJ GROUP, INC			
<b>Entity type:</b> Domestic Profit Corporation			
<b>Identification Number:</b> 001490644			
<b>Date of Organization in Massachusetts:</b> 03-01-2021			
<b>Last date certain:</b>			
<b>Current Fiscal Month/Day:</b> 12/31			
<b>The location of the Principal Office:</b>			
Address: 1020 WEST ROXBURY PARKWAY			
City or town, State, Zip code, CHESTNUT HILL, MA 02467 USA			
Country:			
<b>The name and address of the Registered Agent:</b>			
Name: WAN SUM NG			
Address: 1020 WEST ROXBURY PARKWAY			
City or town, State, Zip code, CHESTNUT HILL, MA 02467 USA			
Country:			
<b>The Officers and Directors of the Corporation:</b>			
<b>Title</b>	<b>Individual Name</b>	<b>Address</b>	
PRESIDENT	WAN SUM NG	66 ARCADIA ROAD WESTWOOD, MA 02090 USA	
TREASURER	JACKY CHEN	7 MILTON ROAD QUINCY, MA 02171 USA	
SECRETARY	BAO PING CHEN	67 JOHN STREET QUINCY, MA 02171 USA	
DIRECTOR	JACKY CHEN	7 MILTON ROAD QUINCY, MA 02171 USA	
DIRECTOR	BAO PING CHEN	67 JOHN STREET QUINCY, MA 02171 USA	
DIRECTOR	XUE YONG ZHENG	114 MONTCLAIR AVENUE NORTH QUINCY, MA 02171 USA	
DIRECTOR	WAN SUM NG	66 ARCADIA ROAD WESTWOOD, MA 02090 USA	
<b>Business entity stock is publicly traded:</b> <input type="checkbox"/>			
<b>The total number of shares and the par value, if any, of each class of stock which this business entity is authorized to issue:</b>			
<b>Class of Stock</b>	<b>Par value per share</b>	<b>Total Authorized</b>	<b>Total Issued and outstanding</b>
		<b>No. of shares</b>	<b>No. of shares</b>
		<b>Total par value</b>	

1 EXISTING GROUND FLOOR PLAN



**JC BT**  
ARCHITECT  
585 WASHINGTON STREET, QUINCY, MA 02269  
ADMIN@JCSTARCHITECT.COM  
TEL: (617) 404-6882

CONSULTANT

RESERVATION

PROJECT  
**MANDARIN GOURMET**  
EXISTING RESTAURANT

100 WILLET LOWERY PARKWAY  
CHESTNUT HILL, MA

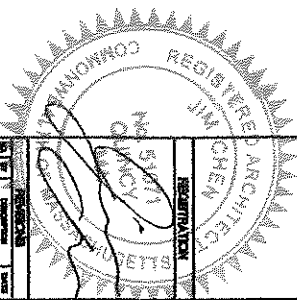
PROJECT NO. 21000

SHEET TITLE

EXISTING  
GROUND  
FLOOR PLAN

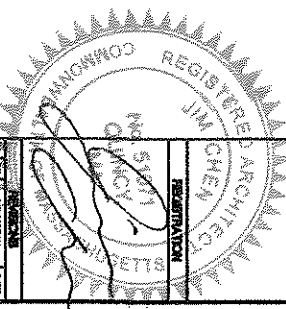
DATE	BY	CHKD	APP'D
2010-01-10	JC	JC	JC
2010-01-10	JC	JC	JC
2010-01-10	JC	JC	JC
2010-01-10	JC	JC	JC

A10



ARCHITECT

585 WASHINGTON STREET, QUINCY, MA 02269  
ADMIN@CBTARCHITECT.COM  
TEL: (507) 404-0182



885 WASHINGTON STREET, QUINCY, MA 02269  
ADMIN@JOBSTARCHITECT.COM  
TEL: (507) 404-6882

MANDARIN GOURMET		EXISTING RESTAURANT		1201 WEST BOULVARD PARKWAY CRISTFORTH HILL, WA	
PROJECT NO. 21000		SHEET NO. 15			
EXISTING GROUND FLOOR PLAN					
CHOOSE 1/2"	CHOOSE 3/8"				
SCALE 1/8"=1'-0"	SCALE 1/4"=1'-0"				
DATE 04-08-01	DATE 04-08-01				
DESIGNED BY	DESIGNED BY				
CHECKED BY	CHECKED BY				
DATE 04-08-01	DATE 04-08-01				
A10					



OFFICE OF SELECT BOARD  
333 WASHINGTON STREET  
BROOKLINE, MA 02445  
(617) 730-2200

### Certificate of Occupancy or Certificate of Use Agreement

All new establishments, pursuant to 780 CMR The Massachusetts State Building Code Section R110.0 or 111.0 as amended, are required to obtain a Certificate of Occupancy or Certificate of Use from the Building Department.

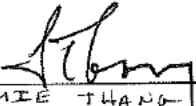

After the Select Board approval, prior to the start of business, a Certificate of Occupancy or Certificate of Use must be provided to the Select Board's Office to be filed with the application.

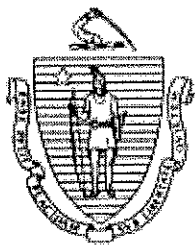
With the submittal of the Certificate of Occupancy or Certificate of Use you will then, and only then, be issued the license(s) associated with your establishment. These licenses are required to be in your possession prior to your establishment being open to the public.

Operating an establishment without proper licensing and/or Certificate may result in fines and possibly closure of the establishment until you have been cleared, by departmental approval, to open.

Any questions or concerns in regards to obtaining a Certificate of Occupancy or Certificate of Use can be answered at the Brookline Building Department 617-730-2100.

Application Agrees to terms and conditions:

APPLICANT SIGNATURE  TITLE: Manager  
 PHONE#  EMAIL ADDRESS: mandaringourmet8@gmail.com



6.A.  
The Commonwealth of Massachusetts  
Department of Industrial Accidents  
Office of Investigations  
1 Congress Street, Suite 100  
Boston, MA 02114-2017  
www.mass.gov/dia

Print Form

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: DTJ Group, Inc. d/b/a Mandarin Gourmet

Address: 1020 West Roxbury Parkway

City/State/Zip: Chestnut Hill, MA 02467

Phone #: (617) 325 - 6661

Are you an employer? Check the appropriate box:

1. ☒ I am a employer with 10 employees (full and/or part-time).\*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Hartford Insurance via Chan Insurance Agency

Insurer's Address: 51 Hancock Street

City/State/Zip: Quincy, MA 02171

Policy # or Self-ins. Lic. # 08S BAAL 3 H 4 T Expiration Date: 04/21/22

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] PRESIDENT

Date: 4/21/21

Phone #: 508-863-0196

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: Permit/License #

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
6. Other

Contact Person: Phone #:



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/21/21

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Chan Insurance Agency, Inc. 51 Hancock St Quincy, MA 02171	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 617-451-6733      FAX (A/C, No): 617-451-6735 E-MAIL ADDRESS: info@chaninsurance.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : The Hartford</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Hartford		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : The Hartford															
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
<b>INSURED</b>  DTJ Group Inc. Mandarin Gourmet 1020 West Roxbury Parkway Chestnut Hill, MA 02467															

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>			08SBAAL3H4T	04/21/21	04/21/22	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<b>EXCESS LIAB</b>						
	<input type="checkbox"/> CLAIMS-MADE						
	DED <input type="checkbox"/> RETENTION \$						
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			08WECAL3HRB	04/21/21	04/21/22	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Asian Restaurant

## CERTIFICATE HOLDER

## CANCELLATION

Town of Brookline Fire Department 350 Washington Street Brookline, MA 02445	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

**APPENDIX A - CORI Acknowledgment Form**

I am an: (please check one)

☒  
☐  
☐  
☐

Applicant - Position: Manager Department/License: \_\_\_\_\_  
 Volunteer - Position: \_\_\_\_\_ Department: \_\_\_\_\_  
 Employee - Position: \_\_\_\_\_ Department: \_\_\_\_\_  
 Contractor - Company Name: \_\_\_\_\_

The Town of Brookline is registered under the provisions of M.G.L. c. 6, §172 to receive CORI for the purpose of screening current and otherwise qualified prospective employees, subcontractors, volunteers, license applicants, current licenses, and applicants for the rental or lease of housing. As the prospective or current employee, subcontractor, volunteer, license applicant, current licensee, or applicant for the rental or lease of housing, I understand that a CORI check will be submitted for my personal information to the DCJIS (and in the case of certain license applicants subject to fingerprint-based background checks, to the FBI). I hereby acknowledge and provide permission to The Town of Brookline to submit a CORI check for my information. This authorization is valid for one year from the date of my signature. I may withdraw this authorization at any time by providing The Town of Brookline with written notice of my intent to withdraw consent to a CORI check. For employment, volunteer, and licensing purposes only: The Town of Brookline may conduct subsequent CORI checks within one year of the date this Form was signed by me provided, however, that The Town of Brookline must first provide me with written notice of this check 72 hours in advance. By signing below, I provide my consent to a CORI check and acknowledge that the information provided on this Acknowledgment Form is true and accurate.

Applicant/Employee/Volunteer/Contractor Signature

Today's Date

**Applicant/Volunteer/Employee/Contractor Information (Please Print)**

Last Name: Thang First Name: Jamie MI: \_\_\_\_\_  
 Current Address: \_\_\_\_\_  
 Former Address(es): \_\_\_\_\_  
 Maiden Name or Alias (If Applicable): Quach Place of Birth: Vietnam  
 Date of Birth: \_\_\_\_\_ Last 6 digits of Social Security Number: \_\_\_\_\_  
 Sex: F Height: 5 ft. 4 in. Race: Asian Eye Color: Brown  
 State Driver's License Number (Include State): \_\_\_\_\_ ID Theft Index PIN\*: \_\_\_\_\_  
 List any other name(s) or dates of birth that appear in DCJIS's database: \_\_\_\_\_

Mother's Full Maiden Name: Kim Quach Father's Name: Mark Thang

\*The Identify Theft Index PIN Number is not required and only for those applicants who have been issued an Identify Theft Index PIN Number by the DCJIS. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the Accuracy of the CORI request process.

**\*\*\*For Official Use Only\*\*\***

I certify that the foregoing person was identified in conformity with Town Policy using the following form of acceptable government-issued identification: (List ID Type)

Signature of CORI-Authorized Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position of CORI-Authorized Employee: \_\_\_\_\_

EPM

**LEASE AGREEMENT**

SHOPPING CENTER NAME: The Shops at Putterham

SHOPPING CENTER LOCATION: West Roxbury Parkway, Brookline, MA

THIS LEASE, made as of the 1st day of April, 2021 (the "Effective Date") between PARKWAY CENTRE ASSOCIATES, LLC, a Massachusetts limited liability company with a principal place of business at 40 Williams Street, Brookline, Massachusetts 02446, hereinafter called the "Landlord", and DTJ GROUP, INC., a Massachusetts corporation with a principal place of business at 1020 West Roxbury Parkway, Brookline, Massachusetts, hereinafter called the "Tenant";

It is mutually covenanted and agreed by and between the parties hereto as follows, to wit:

**DESCRIPTION  
OF PREMISES**

(1) The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by the Tenant, does hereby demise and lease unto the Tenant the certain unheated store and basement premises (hereinafter sometimes called the "premises" or the "demised premises"), which premises are a part of the building (the "Building") known as The Shops at Putterham located at West Roxbury Parkway, Grove Street and South Street in Brookline, Massachusetts. The Building and the surrounding land used in connection therewith are hereinafter sometimes referred to as the "Shopping Center". The premises are also known as and numbered 1020, 1020A and 1024 West Roxbury Parkway, Brookline, Massachusetts and are the same premises presently occupied by the Chinese restaurant named Mandarin Gourmet. The Landlord shall have the right to make additions or reductions or other changes to the Building or the Shopping Center at any time or times.

The Landlord expressly reserves the use of the rear and side walls and the roof of the premises and the area between the roof and the ceiling of the premises and the right to install, maintain, use, repair and replace the pipes, ducts, conduits and wires leading

## 6.A.

through the premises in locations which will not materially interfere with Tenant's use thereof and serving other parts of the Building and Shopping Center.

### TERM

(2) The term of this Lease shall be for the period commencing on the Effective Date and terminating seven years from the Effective Date, unless said term shall be sooner terminated pursuant to the provisions of this Lease. The Tenant shall have two (2) options of five (5) years each to extend the term of this Lease pursuant to the terms and provisions of Section 51 hereof. The Effective Date shall commence on April 1, 2021. Landlord shall provide Tenant up to three (3) months rent abatement from the commencement of the Effective Date.

### RENT

(3) During the continuance of this Lease Tenant shall pay to Landlord a minimum fixed rental in lawful money of the United States as follows:

- A. For the period from the Rent Commencement Date, as hereinafter defined, to the third anniversary of the Effective Date fixed rent shall be payable at the annual rate of One Hundred Seventy-One Thousand Two Hundred Seventy-Nine and No/100 (\$171,279.00) Dollars per annum which shall be paid by the Tenant in equal monthly payments of Fourteen Thousand Two Hundred Seventy-Three and 25/100 (\$14,273.25) Dollars commencing on the Rent Commencement Date and on the first day of each month thereafter during the first three years of the term of this Lease.
- B. During the fourth year of the term of this Lease the prior year's annual fixed rent shall be increased three (3%) percent per annum to an annual fixed rent of One Hundred Seventy-Six Thousand Four Hundred Seventeen and 37/100 (\$176,417.37) Dollars which shall be paid by the Tenant in equal monthly installments of Fourteen Thousand Seven Hundred One and 44/100 (\$14,701.44) Dollars on the first day of the fourth Lease year and on the first day of each month thereafter during the fourth year of the term of this Lease.
- C. During the fifth year of the term of this Lease the prior year's annual fixed rent shall be increased

## 6.A.

three (3%) percent per annum to an annual fixed rent of One Hundred Eighty-One Thousand Seven Hundred Nine and 89/100 (\$181,709.89) Dollars which shall be paid by the Tenant in equal monthly installments of Fifteen Thousand One Hundred Forty-Two and 49/100 (\$15,142.49) Dollars beginning on the first day of fifth Lease year and on the first day each month thereafter during the fifth year of the term of this Lease.

- D. During the sixth year of the term of this Lease the prior year's annual fixed rent shall be increased three (3%) percent per annum to the annual rate of One Hundred Eighty-Seven Thousand One Hundred Sixty-One and 18/100 (\$187,161.18) Dollars which shall be paid by the Tenant in equal monthly installments of Fifteen Thousand Five Hundred Ninety-Six and 76/100 (\$15,596.76) Dollars on the first day of the sixth Lease year and on the first day of each month thereafter during the sixth year of the term of this Lease.
- E. During the seventh year of the term of this Lease the prior year's annual fixed rent shall be increased three (3%) percent per annum to the annual rent of One Hundred Ninety-Two Thousand Seven Hundred Seventy-Six and 01/100 (\$192,776.01) Dollars which shall be paid by the Tenant in equal monthly installments of Sixteen Thousand Sixty-Four and 67/100 (\$16,064.67) Dollars on the first day of the seventh Lease year and on the first day of each month thereafter during the seventh year of the term of this Lease.

All of the aforesaid monthly rent amounts will be paid on or before the first day of each month in advance. Proportionate amounts of monthly rent installments shall be paid for any partial months at the commencement or end of a Lease year on a per diem basis.

Any installment of rent accruing hereunder and/or other money payable hereunder by the Tenant to the Landlord not paid when due shall bear interest from the date when the same shall have become due and payable until the same shall be paid at an

annual rate of five (5%) percent per annum in excess of the prime rate from time to time of Bank of America (the "Default Rate").

All payments of rent or other sums to be made to the Landlord shall be made at such place as the Landlord shall designate in writing from time to time. Payment by check shall not be deemed as payment under this Lease unless such check is honored forthwith by the bank upon which it is drawn when presented for payment.

#### TENANT'S UNDERTAKING

(4) The Tenant hereby leases the premises for the term as above mentioned and covenants to pay or cause to be paid to the Landlord at the dates and times specified in this Lease the fixed rent, additional rent and other sums of money set forth in this Lease, and to perform within the times herein set therefor all of the other obligations, covenants and agreements to be performed by the Tenant under this Lease.

#### USE AND PURPOSE

(5) The Tenant covenants that the premises shall be used and occupied only for the operation of a Chinese restaurant, and the Tenant shall not be permitted to sell fresh fish, fresh meat and canned goods, except as may be incidental to and used in the normal course of business of a Chinese restaurant. The Landlord agrees that, during the term of this Lease and as long as the Tenant continues to operate a Chinese restaurant in the premises and is not in breach of this Lease, the Landlord will not rent or lease any other premises in the Shopping Center for a business which is to be used as an Asian restaurant.

The Tenant covenants that the premises will not be used for any purpose or purposes other than the purposes expressly set forth in the first paragraph of this Section (5) without the Landlord's written consent, in the Landlord's sole discretion in each such instance, and that the premises will not be used for any purpose, including without limitation the purposes set forth in the first paragraph of this Section (5), in violation of any federal, state or local law, ordinance, zoning code or regulation, it being understood that the Tenant must satisfy itself and must also satisfy the Landlord that the aforementioned purpose complies with all applicable zoning and other laws, ordinances and regulations. The Tenant will procure and maintain at all times all necessary business licenses, permits and approvals from applicable governmental authorities. In the event of a breach of any of the covenants contained in this Section (5), the Landlord shall have the option to

terminate this Lease forthwith and to re-enter and repossess the premises.

The Tenant shall operate one hundred (100%) percent of the premises during the entire term of this Lease, unless prevented from so doing by causes beyond its control, and the Tenant shall conduct its business at all times in a high class and reputable manner. The Tenant shall promptly comply with all laws, ordinances and lawful orders and regulations affecting the premises hereby leased and the cleanliness, safety, occupation and use of the same. No auction, bankruptcy, fire, liquidation or going out of business sale may be conducted in the premises without the written consent of the Landlord. The Tenant shall continuously conduct and carry on its aforementioned permitted business in the premises during the usual business hours and days customary for similar businesses in the area to be open for business; provided, however, that this provision shall not apply if the business operations shall be temporarily discontinued on account of fire, Acts of God, a maximum of two week vacation period each year, or renovations approved in writing by the Landlord. The Tenant shall not use the sidewalks adjacent to the premises for the storage of any property or for any other business purposes. The Tenant shall operate the restaurant under the business name of "Mandarin Gourmet Restaurant".

#### INITIAL WORK

(6) The Landlord does not have any initial work obligations, it being agreed that the Tenant is familiar with the condition of the premises, and accepts the premises in their present "as is" condition.

The Tenant agrees that throughout the Lease term it will perform, at its sole cost and expense, all work necessary to complete any improvements desired by the Tenant and approved by the Landlord and to maintain the premises in proper condition for the conduct of Tenant's business. Tenant agrees with respect to such activities and work that it will (a) not damage, delay or interfere with the prosecution of any work being performed by Landlord or any other party in or about the Shopping Center, (b) obtain Landlord's prior written consent for all such work, including without limitation, Landlord's prior consent to the contractor and to the construction plans and/or specifications, which set forth in detail Tenant's proposed work and improvements, (c) comply with all procedures and regulations prescribed by Landlord from time to time for coordination of such work with any work being performed by Landlord or others in the

Shopping Center, (d) not do anything that might create any work stoppage, picketing or other labor dispute which would interfere with any other work or activities in the Shopping Center, and (e) comply with all applicable federal, state and local laws, regulations and ordinances and all applicable insurance requirements.

Landlord does not have any work obligations with respect to the premises either prior to or after occupancy by the Tenant. It being agreed that Tenant is familiar with the condition of the premises, and accepts the premises in their present "as is" condition. Tenant further agrees that Landlord has not made, and Tenant has not relied upon, any representations or warranties, express or implied of Landlord, including but not limited to the representations and warranties of merchantability or to the condition of the premises or their suitability for Tenant's intended use or as to the zoning status of the premises or the suitability of said zoning status for Tenant's intended use.

Tenant agrees to perform the initial renovation of the premises for its intended use at Tenant's sole cost and expense in accordance with plans and specifications ("Plans") prepared at Tenant's sole cost and expense by an architect approved by Landlord (which approval shall not be unreasonably withheld, conditioned or delayed), licensed by the Commonwealth of Massachusetts and insured against professional liability in amounts reasonably satisfactory to the Landlord. The Tenant within thirty (30) days from the date hereof shall submit the Plans prepared by the architect to the Landlord for its approval (which approval shall not be unreasonably withheld, conditioned or delayed) of all aspects thereof, including without limitation, the electrical, plumbing and mechanical systems, if any, the lighting, layout and color of the interior walls of the premises, the type, quality and color of all materials, fixtures and equipment used in connection with the renovation and the operation of the premises. Failure of the Landlord to send written objections to the Plans within ten (10) days of receipt shall constitute approval thereof. The Plans approved by Landlord shall also be approved by the Town of Brookline. The Tenant has represented to the Landlord that the Tenant will spend between \$400,000 and \$500,000 on renovations to the premises. Tenant shall supply Landlord with detailed breakdown of the actual cost of the work shown on the Plans.

Tenant agrees that throughout the Term of this Lease it will perform, at its sole cost and expense, not only all work necessary to accomplish the renovation in accordance with the Plans, but also

all work necessary to maintain the premises in good order and condition and proper for the conduct of Tenant's business. Tenant agrees not only with respect to the work shown on the Plans, but also with respect to any additional remodeling or improvements and maintenance work it will obtain Landlord's prior written consent for all such work (which consent shall not be unreasonably withheld, conditioned or delayed).

Whether or not Landlord's consent is required, the Tenant shall give the Landlord written notice of any work to be done at the premises prior to the commencement of the work. Tenant shall in undertaking any improvement, remodeling, renovation or maintenance at the premises (a) comply with all applicable federal, state and local laws, regulations and ordinances and all applicable insurance requirements, (b) maintain, or cause to be maintained where lawfully required workmen's compensation insurance covering all persons involved in the work or otherwise employed at the premises, and (c) perform such work in a good and workmanlike manner using fully paid for lien free new materials and equipment. The Landlord and the Tenant agree that during the original and any extended Term of this Lease, the Landlord shall have the right to inspect the premises every thirty (30) months commencing with the Effective Date to direct the Tenant at Tenant's sole cost and expense to decorate the premises so that the premises are presented as well run and well maintained in a good, clean and high quality manner. The Landlord's right of direction to decorate shall include, but not be limited to the following: interior plants and foliage, painting, flooring repairs, wallpapering, bathrooms cleanup and repair.

#### ASSIGNMENT AND SUBLETTING

(7) Tenant covenants that neither it nor others having the Tenant's estate in the premises shall assign or transfer this Lease or any interest therein or hypothecate or mortgage the same or any interest therein or sublet said premises or any part thereof without the written consent of the Landlord in the Landlord's sole and uncontrolled discretion in each such instance; and any such assignment, transfer, hypothecation, mortgage, or subletting, without said written consent, whether voluntary or by operation of law, shall give the Landlord the right, at its option, to terminate this Lease, and to re-enter and repossess the premises.

In the event the Landlord consents to any such assignment of lease or sublease, the following conditions shall apply:

## 6.A.

- (i) The assignee or sublessee shall assume, by written instrument satisfactory to the Landlord, the full performance of all of the Tenant's obligations under this Lease.
- (ii) Notwithstanding any such assignment or sublease the Tenant (and any prior assignees and sublessees) shall continue to be and remain fully and primarily liable under this Lease, unless the Landlord provides an explicit written consent to release Tenant and/or its guarantor(s) from obligations hereinafter.
- (iii) The Tenant shall pay the Landlord, as Additional Rent all reasonable legal and other expenses incurred by the Landlord in connection with any request by the Tenant for consent to such assignment.
- (iv) If the Tenant shall sublet or assign for any rental amount or other consideration that is in excess of the rent under this Lease (or in case of a sublease of a portion of the premises, in excess of that part of the rent under this Lease that is fairly allocable to said subleased portion of the premises), the Tenant shall pay any excess rent or other consideration to the Landlord as and when it is received from such assignee or subtenant.
- (v) If the Landlord consents to an assignment of this Lease or sublease in any one instance, the Landlord's consent will still be required for any future proposed assignment of lease or sublease upon all the terms and conditions set forth in this Lease.

For purposes of this Lease an assignment of lease shall be deemed to include, without limitation, any transfer of the Tenant's interest in this Lease by operation of law, merger or consolidation of the Tenant into any other firm, corporation or other entity, and the sale or other transfer of a controlling interest in the Tenant, whether such sale or other transfer occurs at one time or in a series of related transactions, and whether of capital stock, partnership interests, interests in a limited liability company or otherwise.

## 6.A.

Notwithstanding anything otherwise contained in this Lease, the Landlord shall have the option, exercisable in writing within sixty (60) days after the Tenant's written request for the Landlord's consent to such assignment of lease or sublease, to terminate this Lease (or in case of a sublease of a portion of the premises to terminate this Lease as to the subleased premises only) as of the date specified in the Landlord's notice.

### RIGHT TO MORTGAGE

(8) The Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Landlord's interest in the premises and on the land and buildings of which the premises are a part or upon any buildings hereafter placed upon the land of which the premises form a part. And the Tenant covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by the Landlord and any mortgagees or proposed mortgagees and hereby irrevocably appoints the Landlord the attorney-in-fact of the Tenant to execute and deliver any such instruments for and in the name of the Tenant.

### BANKRUPTCY INSOLVENCY, ETC.

(9) If the estate created hereby shall be taken in execution or by other process of law, or if proceedings under any bankruptcy law shall be begun by or against the Tenant or any assignee in possession, or if the Tenant or any assignee in possession shall be declared insolvent according to law, or if any receiver, custodian or trustee is appointed for the business or property of the Tenant or any assignee in possession, or if any assignment shall be made of any of the Tenant's property or of the property of any assignee of creditors, then, in any of such events, this Lease may be terminated at the option of the Landlord, and the Landlord shall retain all its rights for monetary damages and otherwise both under the provisions of applicable bankruptcy laws and the provisions of Sections 28 and 29 of this Lease.

### INDEMNIFICATION AND INSURANCE

(10) The Tenant shall insure and replace any and all plate glass and other glass damaged or broken from any cause whatsoever in and about the premises. The Tenant shall indemnify, defend and save the Landlord harmless from any liability for injury, death or damages to any person or property upon or about the premises, from any cause whatsoever, including without limitation any claim or damage caused by any signs,

awnings, air-conditioning units, equipment or apparatus that may be protruding from the premises or may be on the roof of the premises or on the front, side, or rear areas adjacent to the premises. The Tenant shall procure, at its own expense, with insurers satisfactory to the Landlord, (a) all risk property insurance for the replacement cost of the Tenant's property in the premises, and (b) comprehensive public liability insurance, with a liquor legal liability endorsement, naming both the Landlord and the Tenant, and Landlord's mortgagees, if any, as insureds in the sum of \$5,000,000.00, for injury or death to one or more persons resulting from one casualty and \$3,000,000.00 for property damage. The Tenant shall keep such insurance in force during the term of this Lease, and shall deliver the policies to the Landlord or alternatively the Tenant shall deliver to the Landlord a Certificate of Insurance in connection with such insurance, and all such policies or Certificates of Insurance shall contain an agreement by the insurers that such policies shall not be cancelled or changed without at least thirty (30) days' prior written notice to the Landlord and the Landlord's mortgagees. Upon failure of the Tenant to so do, the Landlord may (but without any obligation therefor), obtain such insurance and charge the cost thereof to the Tenant as additional rental, with the remedies for non-payment as in this Lease provided.

If the cost of any of the Landlord's insurance policies upon the Building and Shopping Center (including without limitation property insurance and liability insurance or builders risk insurance) are ever increased because of the Tenant's presence, occupation or activities in the premises, then the Tenant shall reimburse the Landlord for the amount of such increase, as additional rent hereunder, promptly upon presentation of an invoice for the same.

#### WAIVER OF SUBROGATION

(11) Each party hereto does hereby remise, release and discharge the other party hereto, and any partner, officer, agent, member, trustee, beneficiary, fiduciary, employee or representative of such party of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation clause) is carried by the injured party at the time of such loss, damage or injury to the extent of any recovery by the injured party under such insurance. Each party hereby agrees to carry such insurance containing such clauses if available.

## MAINTENANCE

(12) The Landlord shall keep the roof of the premises in good repair (excluding the rooftop HVAC units and exhaust fans and filters, if any, which shall be the Tenant's responsibility), except that the Landlord shall not be called on to make any such repairs or remedy any conditions occasioned by any act or negligence or breach of this Lease or work on the roof by the Tenant, its agents, employees or invitees, or occasioned by any oil or grease build-up from exhaust fumes emanating from the premises, all of which shall be the Tenant's responsibility, and which the Tenant shall repair or remedy within ten (10) days of becoming aware of the same. The Landlord shall not be obligated to make any improvements or repairs of any kind upon the premises and appurtenances, all of which improvements and repairs shall be made by the Tenant, including without limitation all glass and doors in the premises, the storefront and storefront entrances, and all electrical, plumbing, HVAC and mechanical equipment and systems within the premises, including any signs, awnings and air-conditioning units inside or outside the premises. The Tenant shall keep and maintain the premises and appurtenances at all times in good order, condition and repair at the Tenant's sole cost and expense. The Tenant shall not perform any acts or carry on any practices which may injure or damage the premises or be a nuisance or menace to other tenants in the Shopping Center. The Tenant shall keep the premises in a safe and sanitary condition in accordance with all federal, state and local laws, rules, regulations and ordinances, and in accordance with all directions, rules and regulations of the health officer, fire marshal, building inspector or other officer of a governmental agency having jurisdiction, at the sole cost and expense of the Tenant, and the Tenant shall comply with all requirements of federal, state and local laws, rules, regulations, ordinances, or governmental orders affecting the premises and/or the Tenant's business. The Tenant shall not make or permit any waste, damage or injury to be made to the premises. Without limiting the generality of the foregoing, the Tenant shall be responsible for keeping the lavatory and water equipment, waste and sewerage pipes in good and usable condition and for the maintenance, repair and replacement of the entire waste line and/or sewer line running from the premises through the premises of adjacent tenants to the connection of said line or lines with the sewage system of the Town of Brookline. In the event that there shall be a breakdown of the garbage disposal unit maintained by the Tenant so that it shall fail to properly dispose of garbage or in the event that there shall be a complaint in connection therewith by the Board of Health or other public authority, then, the Tenant shall remedy this

condition within one week thereof by either replacing said unit or having it properly repaired, and upon the failure of the Tenant to do so, the Landlord shall have the right to replace said disposal unit at a cost to be borne by the Tenant. The Tenant shall also be responsible for the removal of snow and ice from the sidewalks at the front and rear of the premises. At the expiration of the tenancy created hereunder or any other termination of this Lease the Tenant shall surrender the premises in good condition, reasonable wear and tear, loss by fire or other unavoidable casualty only excepted.

#### ALTERATIONS

(13) The Tenant shall not alter the structure or exterior of the premises or any of the electrical, HVAC, plumbing and mechanical systems of the premises or otherwise improve, remodel, alter or change such premises, including the painting of the interior, without the written consent of the Landlord in each such instance. Any alterations, additions, improvements and fixtures, other than trade fixtures, which may be made or installed by either of the parties hereto upon the premises and which in any manner are attached to the floors, walls or ceilings shall be the property of the Landlord and at the termination of this Lease shall remain upon and be surrendered with the premises as a part thereof, without disturbance, molestation or injury. However, if upon the termination of this Lease, Landlord so requests in writing, the Tenant shall promptly remove any additions, fixtures installations placed in the premises by Tenant and designated in said request, and repair any damage occasioned by such removal at the Tenant's expense, and in default thereof, The Landlord may effect such removal and repairs, and the Tenant shall pay the Landlord the cost thereof, with interest at the Default Rate from the date of payment by the Landlord until the date of reimbursement of the Landlord by the Tenant. Any linoleum, tiles or other floor covering which may be cemented or otherwise affixed to the floor of premises shall be and become the property of the Landlord.

The Tenant shall not install any exterior lighting, plumbing fixtures, shades, awnings, or exterior decorations or paintings, or build any fences or make any changes to the store front without the written consent of the Landlord.

#### ADVERTISING AND SIGNS

(14) It is further agreed that all signs and advertising displayed in and about the premises shall be such only as advertise the business carried on upon the premises, and that the Landlord shall control the location, character, size, color and appearance

## 6.A.

thereof, and that no sign shall be displayed excepting such as shall be approved in writing by the Landlord, and that no awning shall be installed or used on the exterior of the Building unless approved in writing by the Landlord. All signs on the premises are to be professionally made. All of the Tenant's signs shall also comply with all applicable federal, state and local laws, rules and regulations. All of the Tenant's signs shall be at the Tenant's sole cost, expense and risk. There are to be no signs erected by Tenant on the roof of the Building.

### DAMAGE BY FIRE, ETC.

(15) If the premises hereby leased shall be damaged or destroyed in whole or in part by fire, windstorm, or other casualty included in the perils covered by standard property insurance policies with extended coverage, malicious mischief, and vandalism endorsements, the Landlord will repair and restore the same to a good tenable condition with reasonable dispatch to the extent of the net insurance proceeds which are recovered and which the Landlord's mortgagee elects to make available to the Landlord for restoration purposes, and to the extent permitted by applicable building and zoning codes, and the rent herein provided for shall abate entirely in case the entire premises are untenable and pro rata for the portion rendered untenable, in case a part only is untenable, with the Tenant paying during such time the portion of rent that the part tenable shall bear to the entire premises hereby leased, until the same shall be restored to a tenable condition. There shall be no abatement of rental if the premises are rendered untenable for any cause other than damage by fire, windstorm, or other casualty described above. If the Tenant shall use any part of the premises for storage during the period of repair, a reasonable charge shall be made therefor against the Tenant.

In the event the premises, or the Building of which they the premises are a part, shall be damaged or destroyed to the extent of more than one-half of the value thereof (or more than twenty percent (20%) of the value thereof during the last two (2) years of the term), Landlord may, at its option, terminate this Lease. The Landlord's determination as to whether the amount of damage equals one-half or twenty percent (20%), as the case may be, shall be final and binding upon the Tenant. On demand of the Landlord, the Tenant shall remove from the premises, at its sole cost and expense, any of its property, (including furniture, fixtures, equipment and stock in trade) which might otherwise impede or obstruct repair or restoration of the premises, and Landlord shall

not be obliged to commence repair or restoration of the premises until such property has been so removed by the Tenant. Should the Tenant neglect, fail or refuse to remove its aforesaid property within ten (10) days after such damage or destruction of the premises, the provisions for abatement of rental contained herein, shall be suspended and of no operative force or effect whatsoever until the Tenant has completed removal of its aforesaid property.

If fifty (50%) percent or more of the rentable area of the Shopping Center shall be damaged or destroyed by fire or other cause or casualty, the Landlord, at its election, may cancel and terminate this Lease by ten (10) days' notice in writing delivered to Tenant within sixty (60) days from and after the occurrence of such damage or destruction to the Shopping Center.

#### EMINENT DOMAIN

(16) If the whole of the premises shall be taken by any authority under the power of eminent domain, then the term of this Lease shall cease as of the day possession shall be taken by such public authority and the rent shall be paid up to that day with a proportionate refund by the Landlord of any prepaid rent.

If less than the whole but more than twenty-five (25%) percent of the demised premises shall be taken under eminent domain, either party shall have the right to terminate this Lease by a written notice delivered to the other party within ten (10) days after such taking. If neither party elects to terminate this Lease, the Tenant shall continue in possession of the remainder of the premises, and all of the terms of this Lease shall continue in operative force and effect, except that the minimum rent shall be reduced in proportion to the value of the premises taken. The Landlord, at its own cost and expense, shall make all repairs or alterations to the Building necessary to constitute the remaining premises a complete architectural unit substantially like the original premises, to the extent of the net eminent domain proceeds are recovered and which Landlord's mortgagee elects to make available to Landlord for restoration purposes, and to the extent permitted by applicable building and zoning codes.

Notwithstanding anything otherwise contained herein, in the event of a taking of part of the premises or the Building or the Shopping Center of which the premises are a part, and the Landlord makes a determination, in its sole and absolute discretion, that it would be uneconomical or unfeasible to continue to operate the Shopping Center or if Landlord makes a determination, in its sole and absolute discretion, that the amount

## 6.A.

of net eminent domain proceeds available for restoration will not be sufficient to pay the costs of such restoration, then in any such event the Landlord shall have the option to terminate this Lease.

All damages awarded for any taking under the power of eminent domain, whether for the whole or a part of the premises or the Building or the Shopping Center or the leasehold, shall belong to and be the property of the Landlord whether such damages shall be awarded as compensation for diminution in value of the leasehold or to the fee of the premises or the Building or the Shopping Center and whether this Lease is terminated or is terminable; provided, however, that the Landlord shall not be entitled to any separate award made to Tenant for loss of business or removal of stock and fixtures, provided that any such award to the Tenant does not diminish the amount of the award to which the Landlord would otherwise be entitled.

### MAINTENANCE EXPENSE

(17) In addition to the rental set forth in Section 3 of this Lease, the Tenant agrees to pay to the Landlord as additional rent, within ten (10) days after billing for same by the Landlord, the Tenant's pro-rata share, namely seventeen and 26/100 (17.26%) percent, of the total cost and expense of operating the common areas of the Shopping Center, including without limitation lighting, trash removal and cleaning, snow and ice removal, sanding, striping and other maintenance and repairs (including such repairs and/or replacement of paving, curbs, walkways, landscaping, drainage and lighting facilities as may be from time to time necessary).

The Tenant shall pay the amounts due under this Section as additional rent with the same remedies for non-payment as are available to the Landlord for non-payment of fixed rent.

### TAXES

(18) During the term of this Lease and any renewals or extensions thereof, the Tenant agrees to pay as additional rent, within ten (10) days after billing for same by the Landlord, Tenant's pro rata share, namely seventeen and 60/100 (17.6%) percent, of all real estate taxes and assessments, general and special, levies, license fees, water rents and charges, excises, franchises, imposts and charges, general and special, ordinary and extraordinary, and all interest and penalties thereon of every kind and nature whatsoever (all of the foregoing being hereinafter sometimes referred to as "Taxes"), which may be levied or imposed or assessed during the term of this Lease, or any

## 6.A.

extensions or renewals thereof, against the land, the Building and the Shopping Center. At the commencement of the term of this Lease, an apportionment shall be made of the Taxes paid by the Landlord, and the Tenant shall pay the Landlord any pro-rata portion of the Taxes paid by Landlord which include a period beyond the date of the commencement of the term of this Lease. At the end of the term of the Lease, an apportionment shall be made of the Taxes paid by the Tenant, and the Landlord shall pay to the Tenant any pro-rata portion of the Taxes paid by the Tenant which include that period beyond the term of this Lease. Should the Commonwealth of Massachusetts, or any political subdivision thereof or any other governmental authority having jurisdiction thereover impose a tax and/or assessment upon or against the rentals payable hereunder by the Tenant to the Landlord, either by way of substitution for the taxes and assessment levied or assessed against such land and the Building, or in addition thereto, such tax and/or assessment shall be deemed to constitute a tax and/or assessment against such land and improvements for the purposes of this Section.

The Tenant shall pay the amounts due under this Section as additional rent with the same remedies for non-payment as are available to Landlord for non-payment of fixed rent.

### PERSONAL PROPERTY TAXES

(19) The Tenant shall be responsible for and shall pay before delinquency all taxes assessed during the term of this Lease against any leasehold interest or personal property of any kind owned by or placed in, upon, or about the premises by the Tenant.

### UTILITY CHARGES

(20) The Tenant shall be solely responsible for and promptly pay all charges for heat, air conditioning, water, gas, electricity, sewage disposal or any other utility used or consumed in the premises. The Town of Brookline and the Landlord have installed on the premises a water metering system to determine the water and sewer charges consumed on the premises. The said meter will be read by the Town of Brookline quarterly and payment of said charges shall be made by the Tenant within ten days after receipt of a bill from the Town of Brookline and Landlord therefor. Should Landlord elect to supply the water, gas, heat, air conditioning, electricity or any other utility used or consumed in the premises, the Tenant shall purchase and pay for the same as additional rent at the applicable rates filed by the Landlord with the proper regulatory authority. In no event shall

the Landlord be liable for an interruption or failure in the supply of any such utilities to the premises.

#### ACCESS TO PREMISES

(21) The Landlord shall have the right to enter upon the premises at all reasonable hours for the purpose of inspecting the same and making repairs, and the Landlord shall also have the right to enter the premises for the purpose of making repairs at any time in emergency situations. In this connection the Tenant will at all times provide the Landlord with duplicate keys to the premises. If the Landlord deems any repairs necessary it may demand that the Tenant make the same, and if the Tenant refuses or neglects forthwith to commence such repairs and complete the same with reasonable dispatch, the Landlord may make or cause such repairs to be made and shall not be responsible to the Tenant for any loss or damage that may accrue to its property or business by reason thereof. If the Landlord makes or causes such repairs to be made, the Tenant will forthwith on demand pay to the Landlord the cost thereof as so much additional rental.

#### LANDLORD'S ADVANCES

(22) If the Tenant shall default in any payment or expenditure other than rent required to be paid or expended by the Tenant under the terms hereof, the Landlord may, at its option, make such payment or expenditure on behalf of the Tenant without waiving its rights based upon any default of the Tenant and without releasing the Tenant from any obligation hereunder. In such event the amount of the Landlord's payment shall be payable as rental to the Landlord by the Tenant on the next ensuing rent day, together with interest at the Default Rate from the date of such payment or expenditure by Landlord until repayment thereof. On default in such payment, the Landlord shall have the same remedies as for default in payment of rent.

#### NON-LIABILITY OF LANDLORD

(23) The Landlord shall not be responsible or liable to the Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining property or any part of the property adjacent to or connected with the premises hereby leased or any part of the Building or Shopping Center of which the premises are a part. The Tenant shall be solely responsible for all injuries to persons and damage to property resulting from any accident, explosion, leak or other cause arising in or about the use of the premises and its appurtenances, as hereinbefore stated, and the Tenant will not hold the Landlord responsible for any loss or damage caused through accident or injury of any kind resulting from leaks, explosions,

## 6.A.

etc., from the premises adjoining or above or beneath those herein demised. The Landlord shall not be responsible for any loss or damage resulting to the Tenant or its property or to any other person or persons or their property which may be caused by the bursting, stopping or leaking of water, gas, sewer or steam pipes or from overflow or backing up of any sewer or water mains. In no event shall the Landlord ever be liable to the Tenant for any indirect or consequential damages suffered by the Tenant from whatever cause. The Tenant shall assume responsibility for any damage to the premises caused by malicious acts, vandalism or attempted breaking and entering into the premises.

If the Landlord shall fail to perform any covenant, term or condition of this Lease upon the Landlord's part to be performed, and if as a consequence of such default the Tenant shall recover a money judgment against the Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of the Landlord in the Shopping Center and out of rents or other income from such property receivable by the Landlord, and neither the Landlord nor any of the partners, directors, officers, shareholders, trustees, beneficiaries, managers, members, joint venturers or other principals or representatives, and the like, of Landlord, disclosed or undisclosed, shall be liable for any deficiency.

### EXCUSE OF LANDLORD'S PERFORMANCE

(24) Anything in this Lease to the contrary notwithstanding, the Landlord shall not be deemed in default if such default shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, pandemic, governmental regulations or controls, inability to obtain any material, service, or through Act of God or other cause, or causes, whether similar or dissimilar to those enumerated beyond the control of the Landlord.

### RULES AND REGULATIONS

(25) The Landlord reserves the right from time to time to promulgate reasonable rules and regulations including without limitation those rules and regulations set forth in Section 45 of this Lease, and amendments and supplements thereto, if any, and additional rules and regulations shall be given to the Tenant when found to be reasonably necessary. The Tenant shall comply with all such rules and regulations upon notice to the Tenant from the

Landlord, provided that such rules and regulations shall apply uniformly to all tenants of the Shopping Center.

SHOWING THE  
PREMISES

(26) For a period commencing one (1) year prior to the termination of this Lease, the Landlord may show the premises to prospective tenants, and affix to any suitable part of the premises signs for letting said premises and keep the same affixed without hindrance or molestation, and the Landlord may show the premises at any time to prospective purchasers and mortgagees.

HOLDING OVER

(27) Should the Tenant hold over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, subject, however, to all of the terms and conditions of this Lease but at double the fixed rent payable during the last month of the term of this Lease.

DEFAULT

(28) If (a) any rent, additional rent or other sum of money shall be due and unpaid by the Tenant for a period of ten (10) days after the date on which said amount shall be due without the necessity for any notice, or (b) if default be made by the Tenant in any of the non-monetary covenants or agreements in this Lease contained, and the Tenant shall fail to cure such non-monetary default within twenty (20) days after written notice has been given by the Landlord to the Tenant (or if such non-monetary default is of such nature that it cannot reasonably be cured within said twenty (20) day period, then if the Tenant has not commenced curative action within said twenty (20) day period and pursued the same to completion with all due diligence), or (c) if said premises shall be abandoned, deserted, not open for business to the public or vacated, then in any of such events the Landlord, its attorneys, successors, representatives and assigns shall have the right, at their option, to re-enter into, repossess the said premises and to remove and put out the Tenant and each and every occupant of the premises.

A formal notice to quit prior to proceedings for possession shall not be deemed to be a termination or cancellation of this Lease, notwithstanding the said notice, by its terms, purports to terminate the said Lease, but shall be deemed to be a notice for repossession.

In the event that at any time during the Lease term the Tenant shall fail to pay any amount of rent, additional rent or other

sum of money by the date on which such amount shall be due, then the Tenant shall be obligated to pay the Landlord immediately upon being invoiced for same, as and for a late charge and as additional rent under this Lease, the greater of (i) ten (10%) percent of the amount not timely paid, or (ii) One Hundred (\$100.00) Dollars for each of the first two (2) overdue payments during the lease term and thereafter Two Hundred Fifty (\$250.00) Dollars for each and every subsequent such overdue payment. These late charge payments shall be in addition to all other payments due from the Tenant to the Landlord and all other rights and remedies granted to the Landlord under this Lease.

#### EXPENSES, DAMAGES RE-ENTRY

(29) In the event that the Landlord shall, during the period covered by this Lease, obtain possession of the premises by re-entry, summary proceedings, or otherwise, the Tenant hereby agrees to pay to the Landlord the expense incurred in obtaining possession of the premises, and also all expenses and commissions which may be paid in and about the letting of the same, and all other damages, including without limitation reasonable attorneys' fees. In the event of any legal actions or proceedings involving this Lease, the Tenant's breach of this Lease or the Landlord's enforcement of this Lease, the Tenant will pay to the Landlord immediately upon receipt by the Tenant of an invoice from the Landlord detailing the amount of the reasonable legal fees and expenses incurred by the Landlord,

The Landlord may, at its option, relet the premises in its own name for such rental, upon such terms and from time to time as Landlord may see fit, and Tenant agrees to pay each month to Landlord the difference between the amount to be paid as rent under this Lease each month as herein stipulated and the amount of net rent, if any, that is actually collected and received from the premises (after deducting all expenses in connection with such reletting, including without limitation all repossession costs, brokerage commissions, legal expenses, attorneys' fees, alteration costs and expenses of preparation for such reletting) for such months during the residue of the term herein provided remaining after the taking of possession by the Landlord.

#### NO IMPLIED WAIVER

(30) One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver of a further or another breach of the same covenant or condition.

PEACEFUL  
POSSESSION

(31) The Tenant, on paying the rentals herein provided, and performing all the covenants and agreements herein contained to be performed by the Tenant, in the manner and at the time set therefor, shall and may peacefully and quietly have, hold and occupy the premises for the term aforesaid, subject to all the terms and provisions of this Lease.

TENANT'S  
SURRENDER OF  
POSSESSION

(32) Upon the termination of this Lease, whether such termination be by lapse of time or by election of the Landlord, the Tenant shall quietly and peacefully yield, surrender and deliver up to the Landlord the said premises broom-clean in good condition and repair (reasonable wear and use excepted), together with all alterations, additions and improvements which have been made in, on or to the premises, except moveable furniture or unattached trade fixtures installed at Tenant's sole cost.

REPRESENTATIONS

(33) No agreement shall be binding upon either party unless made in writing and signed by such party. Except as to such as are contained in this Lease, no representation, guaranty or warranty, nor any collateral agreement hereto shall be binding unless the same be in writing and shall refer to this Lease.

CUMULATIVE RIGHTS

(34) All rights and remedies of the Landlord under this Lease shall be cumulative and none shall exclude any other remedies provided by law or by this Lease. Each covenant, agreement, obligation or other provision of this Lease shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Lease unless otherwise expressly provided.

LANDLORD'S CONSENT

(35) Wherever under this Lease the Landlord's consent or approval is required, such consent or approval shall be deemed to be within the Landlord's sole and uncontrolled discretion, unless expressly provided to the contrary in any particular instance.

BROKER'S COMMISSION

(36) The Tenant represents and warrants to the Landlord that the Tenant has not dealt with any broker or other party entitled to a commission or other compensation in connection with this Lease, and the Tenant agrees to defend, indemnify and hold harmless the Landlord from and against any and all costs, expenses and liabilities arising from any claim for such a commission or

other compensation, including, without limitation, the cost of counsel fees in connection therewith.

PARTIAL INVALIDITY

(37) If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

SUBMISSION OF LEASE

(38) The submission of this Lease for examination does not constitute an offer to lease the premises and this Lease becomes effective as a lease only upon full execution and delivery thereof by both the Landlord and the Tenant. Each of the parties hereto warrants to the other party that the person or persons executing this Lease on behalf of such party has the full right, power and authority to enter into and execute this Lease on such party's behalf and that no consent from any other person or entity is necessary as a condition precedent to the legal effectiveness of this Lease.

ESTOPPEL  
CERTIFICATES

(39) The Tenant shall furnish the Landlord, upon request at any time and immediately after the commencement of the term of this Lease, a statement in a form prepared by the Landlord addressed to the Landlord and/or the Landlord's mortgagee or proposed mortgagee or purchaser giving the following information:

- (1) that the premises have been satisfactorily completed as of the date of such statement and that the Tenant has accepted possession subject to the terms of the Lease;
- (2) the commencement date of the Lease and the expiration date of the Lease;
- (3) the date when rent commenced;
- (4) that the Tenant has opened for business within the premises, if in fact Tenant has opened;

## 6.A.

- (5) that neither the Landlord nor the Tenant is in breach of this Lease; and
- (6) such other information as the Landlord or its mortgagee or proposed mortgagee or purchaser may reasonably require.

Failure of the Tenant to provide the Landlord at the request of the Landlord's mortgagee, proposed mortgagee or financial institution or purchaser such a statement as above described within ten (10) days from the Tenant's receipt of such request shall give the Landlord the right to cancel this Lease upon five (5) days prior written notice to the Tenant of such cancellation, and the Tenant shall remain liable to the Landlord for any damages sustained by the Landlord because of such failure by the Tenant.

### LEASE NOT TO BE RECORDED

- (40) The Landlord and the Tenant agree that neither one of them will ever record this Lease or a Notice of Lease pertaining thereto.

### SALE OF DEMISED PREMISES

- (41) Upon any sale or transfer, including any transfer by operation of law, of the Shopping Center or the premises, the Landlord shall be relieved from all subsequent obligations and liabilities under this Lease.

### CAPTIONS, ETC.

- (42) The captions (if any) in this Lease are inserted only for convenience and are not to be construed as part of this Lease or as in any way affecting it. All negotiations, considerations, representations, and understandings between the parties are incorporated herein, and may be modified or altered only by agreement in writing between the parties. Whenever herein the singular number is used the same shall include the plural, and the use of any gender shall include the feminine and neuter genders, and vice versa.

### BINDING ON SUCCESSORS, ETC.

- (43) This Lease and all the terms, provisions, covenants, conditions and agreements herein contained shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

## SECURITY DEPOSIT

(44) The Landlord herein acknowledges the receipt of Twenty-Eight Thousand Six Hundred and No/100 (\$28,600.00) Dollars as a security deposit which it is to retain as security for the faithful and prompt performance of all of the covenants, conditions, and agreements of this Lease, but in no event shall the Landlord be obligated to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions and agreements; the Landlord may so apply the security at its option; and the Landlord's right to the possession of the premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The amount of the Security Deposit shall be increased every five (5) years to equal two (2) months' rent. The said sum if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of the Tenant's breach of the covenants, conditions, and agreements of this Lease is to be returned to the Tenant when this Lease is terminated, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the premises and delivered possession to the Landlord.

If the entire deposit or any portion thereof is applied by the Landlord for the payment of any rent or other sums due hereunder, then the Tenant, upon the Landlord's written demand, shall forthwith forward to the Landlord a sufficient amount to restore said security deposit to the original sum deposited or to a sum equal to two month's rent whichever is greater, and Tenant's failure to do so within five (5) business days after receipt of Landlord's demand shall constitute a breach of this Lease.

In the event of a sale of the Building or lease of the land on which it stands or a sale or lease of the entire Shopping Center, subject to this Lease, the Landlord shall have the right to transfer this security to the buyer or lessee and the Landlord shall be considered released by the Tenant from all liability for the return of such security and the Tenant shall look solely to the new landlord for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security deposited under this Lease. The security shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord and any attempt to do so shall be void. In the event of any rightful and permitted assignment of this Lease, the said security deposit shall be deemed to be held by Landlord as a deposit to the assignor. Any mortgagee of Landlord shall be

relieved and released from any obligation to return such security in the event such mortgagee comes into possession of the premises by reason of foreclosure of its mortgage or security interest or any proceeding in lieu thereof.

#### RULES AND REGULATIONS

(45) This Lease is subject to the following Rules and Regulations which are made a part hereof as defined in Section 25 of said lease.

- (a) All loading and unloading of goods shall be done only at such times, in the areas, and through the entrances, designated for such purpose by Landlord and as promptly as possible.
- (b) The delivery or shipping of merchandise, supplies and fixtures to and from the premises shall be subject to such rules and regulations as in the judgment of the Landlord are necessary for the proper operation of the premises and the Shopping Center.
- (c) All garbage and refuse shall be kept in containers approved by the Landlord and the Town of Brookline and shall be placed outside of the premises prepared for collection. No container shall be kept or maintained outside the rear entrance of the premises without the approval of the Landlord and the Town of Brookline. The Tenant shall retain a garbage and refuse removal service approved by the Landlord, and the expense of this service shall be borne by the Tenant.
- (d) No aerial shall be erected on the roof or exterior walls of the premises, or on the grounds, without in each instance, the written consent of the Landlord. Any aerial so installed without such written consent shall be subject to removal without notice at any time.
- (e) No exterior loud speakers, televisions, phonographs, radios or other devices shall be used in a manner so as to be heard or seen outside of the premises without the written consent of the Landlord.

## 6.A.

- (f) The Tenant shall keep the premises at a temperature sufficiently high to prevent freezing of water in pipes and fixtures.
- (g) The outside areas, including without limitation the sidewalks at the front and rear of the premises shall be kept clean and free from snow, ice, dirt and rubbish by the Tenant to the satisfaction of the Landlord, and the Tenant shall not place or permit any obstructions or merchandise in such areas.
- (h) The Tenant and the Tenant's employees shall park their cars only in those portions of the parking area designated for that purpose by the Landlord, and the Tenant and the Tenant's employees shall not use the parking areas adjacent to the premises or on the outside of the rotary circle in front of the stores for parking their cars, it being understood that such parking areas are to be used solely by customers of all the tenants in the Building. If after a written warning by the Landlord, violators of this provision continue to park in the restricted areas, a penalty of \$50.00 per day may be imposed by the Landlord until such time as the violations cease for a period of at least thirty (30) days. The Tenant will furnish to the Landlord information as to the makes, models, license plate numbers of each and every car operated by the Tenant and all of the Tenant's employees from time to time.
- (i) The plumbing facilities shall not be used for any other purpose than that for which they are constructed, no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by the Tenant.
- (j) The Tenant shall use at the Tenant's sole cost and expense such pest extermination service and at such intervals as may be required by the Landlord or by the Town of Brookline to maintain the premises in a sanitary condition and to keep the premises clean and free from vermin at all times. If the Landlord shall conduct a pest extermination operation simultaneously of the premises and all or some of

## 6.A.

the other tenants' premises in the Shopping Center, then the Tenant shall pay or reimburse the Landlord for the Tenant's pro rata share of the cost thereof.

- (k) The Tenant shall not burn any trash or garbage of any kind in or about the premises or the Shopping Center.
- (l) Neither the Tenant nor any employee or agent of the Tenant shall solicit business in the parking or other common areas, nor shall the Tenant distribute any handbills or other advertising matter to automobiles parked in the parking area or in other common areas without the Landlord's prior written consent.
- (m) No roof mounted signs shall be permitted.
- (n) The Tenant shall promptly remove all graffiti of any nature, written, carved, etched, scratched or otherwise marked upon the windows, doors, storefront or other portions of the premises.

### WAIVER OF TRIAL BY JURY

(46) The Landlord and the Tenant mutually agree that they both shall and do hereby waive trial by jury in any action, proceeding or counterclaim brought by either party hereto against the other on any matters whatsoever arising out of or in any way connected to this Lease, the relationship of the Landlord and the Tenant, the Tenant's use and occupancy of the premises, and/or any claim of injury or damage.

### RELATIONSHIP OF PARTIES

(47) Nothing contained in this Lease shall be construed to create the relationship of principal and agent, partnership, joint venture, or any other relationship between the parties hereto other than the relationship of the Landlord and the Tenant.

### ATTORNMEN'T

(48) At the option of the Landlord or any successor Landlord or the holder of any mortgage affecting the fee of the premises, the Tenant agrees that neither the cancellation nor the termination of any ground or underlying lease to which this Lease is now or may become subject or subordinate, nor any foreclosure of a mortgage affecting the fee title of the premises, nor the institution of any suit, action, summary, or other proceeding by the Landlord herein, or any successor Landlord, or any foreclosure

proceeding brought by the holder of any such mortgage, or to recover possession of the premises shall, by operation of law or otherwise, result in the cancellation or termination of this Lease or the obligations of the Tenant hereunder, and the Tenant covenants and agrees to attorn to the Landlord or to any successor to the Landlord's interest in the premises, or to such holder of such mortgage or ground or underlying lease or to the purchaser of the mortgaged premises in foreclosure or to any other successor in interest of any holder of such mortgage or ground or underlying lease. The Tenant shall enter into such documentation as the Landlord or any successor Landlord or any present or future mortgagee may reasonably request in order to accomplish the foregoing purposes.

#### HAZARDOUS WASTE AND MATERIALS

(49) The Tenant covenants and agrees to comply with all federal, state and local laws, rules, regulations, ordinances and by-laws thereunder governing the use, storage and disposal of hazardous materials and oil (as hereinafter defined) and in connection therewith the Tenant agrees that it shall:

- (i) not store (except in compliance with all laws, ordinances, and regulations pertaining thereto), or dispose of any hazardous material or oil on the premises;
- (ii) neither directly nor indirectly transport or arrange for the transport of any hazardous material or oil (except in compliance with all laws, ordinances and regulations pertaining thereto);
- (iii) take all such action, including, without limitation, the conducting of engineering tests (at the sole expense of the Tenant) (a) to confirm that no hazardous material or oil has been released on the premises or from the premises to other portions of the Shopping Center and (b) to access, contain and remove any such hazardous material or oil on the premises or on the Shopping Center;
- (iv) provide Landlord with written notice: (a) upon the Tenant's obtaining knowledge of any potential or known release, or threat of release, of any hazardous material or oil at or from the premises; (b) upon the Tenant's receipt of any notice to such

## 6.A.

effect from any federal, state or other governmental authority; and (c) upon the Tenant's obtaining knowledge of any incurrence of any expense or loss by such governmental authority in connection with the assessment, containment, or removal of any hazardous material or oil for which expense or loss the Tenant may be liable.

The Tenant shall indemnify, defend and hold the Landlord harmless of any claim brought or threatened against the Landlord by any federal, state or local governmental agency or authority or by any other person or party (as well as from attorneys' fees and expenses in connection therewith) on account of the release of hazardous material or oil on or from the premises or the failure by the Tenant to comply with the terms and provisions hereof, each of which may be defended, compromised, settled or pursued by the Landlord with counsel of the Landlord's selection, but at the expense of the Tenant. This indemnification shall survive the expiration or other termination of this Lease.

In the event that Tenant fails to comply with the requirements of any applicable federal, state or other governmental law with respect to the use, treatment, disposal or storage of hazardous materials or oil on the premises the Landlord may, at its election, but without obligation to do so, take any and all actions that it deems necessary to cure said failure of compliance and any and all amounts paid as a result thereof, together with interest thereon at the Default Rate from the date of payment, shall be immediately due and payable by the Tenant to the Landlord as additional rent; or the Landlord by the payment of any assessment, claim or charge may, if it sees fit, be thereby subrogated to the rights of any governmental agency or authority having a claim against the Tenant but such payment shall not be deemed to relieve the Tenant from any default hereunder or impair any right or remedy with respect thereto.

The terms "hazardous material(s)", "oil", "release", and "threat of release" shall have the same meanings given those terms in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C.A. Section 9601 et seq. as amended from time to time and in other applicable federal and state laws from time to time.

### NOTICES

(50) All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt

## 6.A.

requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

### LANDLORD:

Parkway Centre Associates, LLC  
40 Williams Street  
Brookline, MA 02446  
Attention: J. Robert Basile, Manager

With a copy by like notice to:

Edward P. McPartlin, Esquire  
Lyne, Woodworth & Evarts LLP  
12 Post Office Square, Floor 2  
Boston, MA 02190

TENANT: DTJ Group, Inc.  
c/o Wan Sum Ng, President  
1020-1024 West Roxbury Parkway  
Brookline, MA 02467

With a copy by like notice to:

Margaret M. Soohoo, Esq.  
Lincoln Law Group, P.C.  
200 Lincoln Street, suite 002  
Boston, MA 02111

Notice shall be effective upon mailing or delivering the same to a commercial courier, as permitted above.

### OPTION PERIOD

(51) In the event the Tenant shall not be in default of any of the terms, conditions and covenants of this Lease, the Landlord shall grant the Tenant two (2) options to extend the term of this Lease for two (2) terms of sixty (60) months each that will commence upon the end of the original term or at the end of the first option period as the case may be, subject to the following terms and conditions:

## 6.A.

- (a) Tenant must exercise said option no later than twelve (12) months prior to the end of the original term or the end of the first option period as the case may be by sending written notice of such exercise to Landlord by certified or registered mail, return receipt requested. Thereupon this Lease shall be extended for an additional period of five (5) years for each option period upon all of the same terms and conditions of this Lease, including without limitation the provisions as to additional rent payments, except as to the amount of the minimum fixed rent.
- (b) In the event this Lease is extended as hereinabove provided, annual and monthly fixed rent for the lease years of the extended term shall be as follows:

LEASE YEAR	ANNUAL RENT	MONTHLY RENT
8	\$204,516.08	\$17,043.00
9	\$210,651.56	\$17,554.29
10	\$216,971.11	\$18,080.92
11	\$223,480.25	\$18,623.35
12	\$230,184.65	\$19,182.05
13	\$237,090.19	\$19,757.52
14	\$244,202.90	\$20,350.24
15	\$251,528.98	\$20,960.75
16	\$259,074.85	\$21,589.57
17	\$266,847.10	\$22,237.26

- (c) Prior to the commencement of the option period and as a condition precedent to its commencement, Tenant shall redecorate the premises as required by Landlord and to Landlord's reasonable satisfaction including without limitation repainting, refinishing and recarpeting walls, ceilings and floors, and redecorating bathrooms.
- (d) There will be no further option periods after the expiration of said two (2) option periods.

### MECHANIC'S LIENS

- (52) The Tenant shall not suffer or permit any mechanic's liens to be filed against the premises, nor against the Tenant's leasehold interest therein, by reason of work, labor, services or materials supplied or claimed to have been supplied to

the Tenant or anyone holding any interest in the premises or any part thereof through or under the Tenant. If any such mechanic's lien shall at any time be filed against the premises by reason of any such work, labor, services or materials, as aforesaid, the Tenant shall within thirty (30) days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If the Tenant shall fail to cause such lien to be discharged within the period aforesaid, then, in addition to any other right or remedy of the Landlord, the Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such even the Landlord shall be entitled, if the Landlord so elects, to compel the prosecution of an action for the foreclosure of such mechanic's lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Nothing in this Lease contained shall be deemed or construed in any way as constituting the consent or request of the Landlord, express or implied by inference or otherwise, to any contractor, subcontractor, laborer or materialman for the performance of any labor or the furnishing of any materials for any specific improvement, alteration to or repair of the premises or any part thereof, nor as giving the Tenant a right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials that would give rise to the filing of any mechanic's liens against the fee title to the premises.

#### GOVERNING LAW

(53) This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the Commonwealth of Massachusetts. This Lease and the terms hereof shall supersede any previous leases or agreements between or among the parties.

THIS PAGE ENDS HERE. SIGNATURE FOLLOWING PAGE FOR SIGNATURES.

IN WITNESS WHEREOF: LANDLORD and TENANT have signed and sealed this  
Lease as of the day and year first above written.

PARKWAY CENTRE ASSOCIATES, LLC

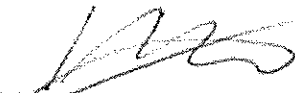
  
Witness to signature

By:   
J. Robert Basile, Manager

LANDLORD

DTJ Group, Inc.

  
Witness to signature

By:   
Wan Sum Ng, President TENANT

  
Witness to signature

By:   
Jackie Chen, Treasurer TENANT




**Town of Brookline**  
**333 Washington St**  
**Brookline, MA 02445**

**BUSINESS CERTIFICATE (D/B/A)**

Filing Date \_\_\_\_\_  
 Expiration Date \_\_\_\_\_

In conformity with the provisions of Chapter one hundred and ten, Section five of the Massachusetts General Law, as amended, the undersigned hereby declare(s) that a business under the title of MANDARIN GOURMET is  
 DBA Business Name  
 conducted at 1020 WEST ROXBURY PARKWAY in the Town of Brookline, MA.  
 Address  
 By the following individual(s) or Corporation/LLC:

Name	Corporate or Residential Address	Signature
DTJ GROUP, INC.	1020 WEST ROXBURY PARKWAY CHESTNUT HILL, MA. 02467	 WAN SUM NG, PRESIDENT

**Applicant Information**

Name	Address	Phone Number
WAN SUM NG	[REDACTED]	[REDACTED]

A certificate issued in accordance with this section shall be in force and effect for **four years from the date of issue** and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed

Description of Business DINE-IN RESTAURANT  
 Business Phone Number (617) 325-6661

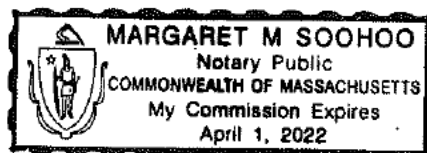
Personally appeared before me, signed and sworn by

before me:

MARGARET SOOHOO, ESQ.

(Notary Public, Town Clerk, Asst Town Clerk, Designated Clerk)

(SEAL)



6.A.



## Mandarin Gourmet

1020 West Roxbury Parkway  
Chestnut Hill, MA 02167

Tel: (617) 325-6661  
(617) 325-6662

FAX: (617) 325-6686

Office of Select Board  
333 Washington Street  
Brookline, MA 02445


April 10th, 2021

To Whom It May Concern,

This letter is to confirm that Mandarin Group Ltd. d/b/a Mandarin Gourmet is closed permanently as of April 1st, 2021 and will surrender the liquor license No. LN-2017-0323 when DJT Groups Inc. d/b/a Mandarin Gourmet, the new proposed licensed tenant, is granted a liquor license.

Sincerely,

Justina Lo, President

		<b>Commercial Name Change, Assignment and Assumption Addendum</b>	
Customer #955601307		Branch #66608	
CS#ASG28178205		Site #950573812	
Customer Name MANDARIN GOURMET		Today's Date (d/m/yyyy) 3/29/2021	
Site Address 1020 W ROXVURY PKWY CHESTNUT HILL, MA 02467		Area Code Phone Number (617)325-6662	

This Addendum is made and entered into by and between Protection One, a division of ADT LLC ("Pro-One", "we" or "us") and the customer whose signature appears below ("Customer" or "you"). This Addendum is intended to supplement and become part of your existing Commercial Sales Agreement ("Agreement") with Pro-One or its predecessor regarding security systems and/or services Pro-One is currently providing to you. Customer hereby ratifies such Agreement with Pro-One, and agrees that such Agreement, as modified by this Addendum, shall remain in full force.

- YOUR AGREEMENT, THIS ADDENDUM, AND ALL ADDENDA SIGNED BY PRO-ONE AND ATTACHED TO YOUR AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN YOU AND PRO-ONE. BY SIGNING THIS ADDENDUM, YOU AGREE THAT YOU ARE NOT RELYING ON OUR ADVICE OR ADVERTISEMENTS. YOU AGREE THAT YOU AND WE ARE NOT BOUND BY ANY REPRESENTATION, PROMISE, CONDITION, INDUCEMENT OR WARRANTY, EXPRESS OR IMPLIED, THAT IS NOT INCLUDED IN WRITING IN EITHER THE CONTRACT, THIS ADDENDUM, OR OTHER ADDENDUM TO YOUR CONTRACT.

### NAME CHANGE, OR ASSIGNMENT AND ASSUMPTION OF PROTECTION ONE COMMERCIAL AGREEMENTS

- The "Transferor" or old Customer name is \_\_\_\_\_, whose mailing address is \_\_\_\_\_ [Insert name and address of entity (or proprietor) ending operations at Customer Locations.]
- The "Transferee" or new Customer name is \_\_\_\_\_, whose mailing address is \_\_\_\_\_ [Insert name and address of entity (or proprietor) commencing operations at Customer Locations.]
- The "Customer Locations" are listed below. [Insert address of each location at which Seller is ending operations and Purchaser is beginning operations.]

☐ Check box if additional sheets are attached. Specify number of additional sheets attached).

- The "Effective Date" is \_\_\_\_\_, 20\_\_\_\_.
- Pro-One and Transferor or old Customer have entered into one or more existing Agreements, pursuant to which Pro-One provides security equipment and/or services to Transferor/old Customer, and Transferor/old Customer pays monthly or other fees and charges to Pro-One. In the case of a merger, acquisition, or sale of substantially all of Transferor's assets and liabilities to Transferee, Transferor hereby transfers and assigns all of Transferor's right, title and interest in, under and relating to the Commercial Contracts to Transferee. Transferee accepts that transfer and assignment, assumes all of Transferor's right, title and interest in, under and relating to the Commercial Contracts, and agrees to pay, discharge and perform all obligations and liabilities of Transferor in, under, or relating to the Commercial Contracts, including any and all obligations and liabilities that are due or unperformed at the time of, or become due after, execution of this Agreement.
- By acceptance of this Addendum, Protection One agrees to recognize Transferee or new Customer name as the new Customer under the Agreements.
- This Addendum is subject and subordinate in all respects to the existing Agreements. In the case of a sale, merger, or acquisition, Pro-One may elect not to accept or be bound by this Addendum by giving written notice to Transferor within twelve (12) months after the Effective Date. If Pro-One elects not to accept this Addendum, Pro-One may at any time thereafter elect to terminate the Agreements by giving written notice of termination to Transferor and Transferee, at least sixty (60) days prior to the effective date of termination of the Agreements.

Intending to be bound, Transferor and Transferee, or new Customer have executed this Agreement, as of the Effective Date.

Transferor's or old Customer's Company Name		Transferee's or new Customer's Company Name <u>Mandarin Gourmet</u>	
Authorized Printed Name and Title	Date	Authorized Printed Name and Title <u>James E. Thang - Manager</u>	Date <u>3/29/21</u>
Authorized Signature		Authorized Signature <u>[Signature]</u>	

Page: 198

## Natural Gas Retail Sales Agreement

Contract Number:

MM2110598

<b>Seller:</b> Sprague Operating Resources LLC 185 International Drive Portsmouth, NH 03801 www.spragueenergy.com <b>License Number</b> GS-008		<b>Buyer/Customer:</b> DTJ Group, Inc 1020 West Roxbury Parkway Chestnut Hill, MA 02467	
<b>Account Manager:</b> Scott Werman		<b>Distribution Utility Account Number(s):</b> See Exhibit A	
<b>Attention:</b> Contract Administration Department <b>Phone:</b> (844) 994-3855 <b>Fax:</b> (603) 430-5320 <b>Email:</b> contractadministrationgroup@spragueenergy.com		<b>Attention:</b> Jaimie Chang <b>Phone:</b> (617) 325-6661 <b>Fax:</b> <b>Contact Email:</b>	
<b>Remit</b> Sprague Operating Resources LLC <b>Payment To:</b> PO Box 842985 Boston, MA 02284-2985		<b>Send Invoice To:</b> 1020 West Roxbury Parkway Chestnut Hill, MA 02467 <b>Attn:</b> Accounts Payable <b>Invoice Email:</b>	
<b>Governing Law:</b> Commonwealth of Massachusetts.		<b>Service Locations:</b> See Exhibit A	
<b>Initial Term:</b> 5/1/2021 to 4/30/2023		<b>Delivery Point:</b> National Grid MA AGT NDM	
<b>Quantity:</b> Buyer's full requirements for natural gas service at the Service Location(s).			
<b>Price:</b> The Contract Price shall be US\$0.5390 per Therm. The Contract Price shall be applicable to the Monthly Contract Quantities shown in Exhibit A. In the event that Buyer's usage on any day is greater or less than that day's ratable share of the Monthly Contract Quantity, Sprague shall charge or credit Buyer a market-based price for the difference.			
<b>Customer Authorization:</b> Buyer authorizes Seller to obtain and review information regarding Buyer's credit history from credit reporting agencies as well as provide information to such credit reporting agencies as part of Seller's standard reporting activities, and the following information from the Utility: consumption history; billing determinants; credit information; and tax status. This information may be used by Seller to determine whether it will commence and/or continue to provide energy supply service to Buyer. Buyer's execution of this agreement shall constitute authorization for the release of this information to Seller. This authorization will remain in effect during the term of the agreement. Buyer may rescind this authorization at any time by providing written notice thereof to Contracts Administration. Seller reserves the right to cancel the agreement in the event Buyer rescinds the authorization. Upon the execution of this Agreement, Customer authorizes Seller to enroll Customer's account(s) with its local distribution company ("LDC") as of a date that is within 30 days prior to, or after, the start of the Initial Term. Additionally, Buyer hereby approves Seller's forwarding of marketing materials to Buyer. In the event that Buyer elects to "opt out" and no longer receive such marketing materials, Buyer may cancel by emailing its opt-out request directly to Seller's Customer Care Department at: CustomerCare@spragueenergy.com.			
<b>Customer Service:</b> During normal business hours, Buyer may contact Sprague Customer Service at Sprague's toll free number at: (844) 994-3835 for issues.			
<b>Additional Provisions:</b> Buyer understands and agrees that Sprague may pay a fee to Joseph Lamparelli, Inc. dba Supreme Fuel Co. with regard to this Transaction Confirmation.			



Agreement is Not  
Valid Unless  
Executed by Seller

Constellation NewEnergy, Inc.  
Electricity Supply Agreement – Fixed Price Solutions

DTJ Group, Inc ("Customer") AND Constellation NewEnergy, Inc. ("Seller") AGREE AS FOLLOWS:

**Defined Terms.** Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions ("Agreement"); generally the words "you" and "your" refer to the Customer listed above and the words "we" and "us" refer to Seller, unless the context clearly requires otherwise.

**Purchase and Sale of Electricity.** You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below ("Account"). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a "pass-through," which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

**Cost Components.** For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1, Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Capacity Costs	Fixed
Line Loss Costs	Fixed
RPS Costs	Fixed
CES Costs	Fixed
CES-E Costs	Fixed
CPP Costs	Fixed
Fuel Security Costs-COS	Fixed
Fuel Security Costs-Interim Winter Program	Fixed

The contract prices contained in the Account Schedule have been reduced to reflect a fixed credit to you for the Auction Revenue Rights and Transmission Loss Credits associated with the Account(s). The contract prices also include any credit costs and margin.

**Capacity Cost (Fixed):** You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change during the term of this Agreement except as a result of Change in Law as described in Section 5 below. For avoidance of doubt, except as otherwise agreed to herein, your Fixed contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on monthly or annual changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' ICAP Tags as provided by the UDC, as modified utilizing the applicable ISO methodology factors (including but not limited to reserve margin) as defined by the ISO as of the date this Agreement. "ICAP Tag (kW)" means the peak load contribution for the Account(s) measured in kilowatts (kW) as determined by the UDC and reported to the applicable ISO. For illustrative purposes only, please see the Capacity Obligation Components table below:

**CAPACITY OBLIGATION COMPONENTS**

FOR INTERNAL USE ONLY

## **NEW SEASONAL ALL ALCOHOL LICENSE**

Applicant: Gamehenge Golf, LLC  
DBA: Hemlock Grill  
Location: 1281 W. Roxbury Pkwy, CH, MA 02467

### **Application Details:**

Question of approving the application of a Seasonal All Alcoholic Beverages License for Gamehenge Golf, LLC. d/b/a Hemlock Grill at 1281 W. Roxbury Parkway. Proposed manager of record is Christopher Yorty. Proposed Operating Hours are Monday – Sunday 10:00AM – 10:00PM. Proposed Alcoholic beverage service hours are Monday – Sunday 10:00AM – 10:00PM.

### **Reports (Attached):**

Police Department (Approved)

MEMORANDUM

TO: Mark Morgan, Acting Chief of Police  
FROM: Melvin Kleckner, Town Administrator  
RE: All Alcoholic Beverages License - Seasonal  
DATE: April 28, 2021

---

May we please have reports on the attached application:

Applicant:	Gamehenge Golf, LLC.
DBA:	Hemlock Grill
License Type:	All Alcoholic Beverages License - Seasonal
Location:	1281 W. Roxbury Parkway

**Application Details:**

Request of approving the application of a Seasonal All Alcoholic Beverages License for Gamehenge Golf, LLC. d/b/a Hemlock Grill at 1281 W. Roxbury Parkway. Proposed manager of record is Christopher Yorty. Proposed Operating Hours are Monday – Sunday 10:00AM – 10:00PM. Proposed Alcoholic beverage service hours are Monday – Sunday 10:00AM – 10:00PM.

This application is scheduled to go before the Board on **May 18, 2021**. May we please have the reports no later than **May 11, 2021**.

Thank you.

## Checklist for Alcohol License



- ☐ Cover Letter for Application with list of enclosed documents with page numbers
  - ☒ Filing Fee receipt paid to the Alcoholic Beverages Control Commission
  - ☒ Monetary Transmittal Form
  - ☒ Check for \$10.50 Legal Ads (**Newspaper Notice Must Be Made Within 10 Days of Hearing**)
  - ☒ Check for 5% of license filing fee (**New Applications**)
  - ☒ New Retail Application
  - ☒ Manager Application
  - ☒ Vote of Corporate Board
  - ☒ **CORI Authorization Form** for proposed manager of record and ANY individuals with direct or indirect beneficial or financial interest in the proposed license
  - ☒ Proof of Citizenship for proposed manager of record
  - ☒ Business Structure Documents
    - o If Sole Proprietor, **Business Certificate**
    - o If Partnership, **Partnership Agreement**
    - o If corporation or LLC, **Articles of Organization** from the Secretary of the Commonwealth
  - ☒ Supporting Financial Records
  - ☒ Floor Plans
  - ☒ Legal Right to Occupy, a lease or deed
  - ☐ Business Certificate (Town Clerk's Office)
  - ☒ General and Liquor Liability Insurance Certificate
  - ☒ Workers' Compensation Insurance Affidavit
  - ☒ Common Victualler or Package Store Application
  - ☒ Entertainment Application (if applicable)
  - ☐ Alternate Manager Application (if applicable)
  - ☒ Outdoor Seating Application (if applicable)
- 
- ☐ Abutter Notification (**Must be sent by CERTIFIED MAIL**)
  - ☐ Copy of Legal Ad
  - ☐ Report from Brookline Police
  - ☒ Report from Building
  - ☒ Report from Fire
  - ☒ Report from Health



MARK P. MORGAN  
ACTING CHIEF OF POLICE

## BROOKLINE POLICE DEPARTMENT

*Brookline, Massachusetts*

TO: Chief Mark P. Morgan

FROM: Lt. Michael P. Murphy #31

DATE: 11 May 2021

RE: Request for a New Seasonal All Alcoholic Beverage License for Gamehenge Golf, LLC.  
d/b/a Hemlock Grill at 1281 W. Rox. Pkwy (Robert T. Lynch Municipal Golf Course)

---

Sir,

Mr. Christopher Yorty and Mr. Alex Saenz have entered into an agreement with the Town of Brookline to operate the Hemlock Grill, located at the Robert T. Lynch Municipal Golf Course, 1281 W. Rox. Pkwy., Brookline MA 02467. Mr. Yorty has applied for the approval of a new seasonal On-Premises s.12-Restaurant All Alcohol Beverage license. Mr. Yorty as applicant would be the Manager of Record. The proposed hours of operation for food and alcohol will be Monday thru Sunday, 10:00 am – 10:00 pm.

Christopher J. Yorty



Email: chris.yorty@gmail.com

LLC Managing Member (50%) &  
Proposed Manager of Record

Mr. Yorty a US citizen over 21 years of age and as proof provided a US Passport and active Massachusetts Driver's License. He is a graduate of Phillips Academy (Andover) and the University of Vermont. He has worked in the food and beverage industry for thirteen years.

A check of our Department Master Name record system does not display any contact with Mr. Yorty. A query of other applicable law enforcement databases reveals no other information that would disqualify Mr. Yorty from this process. If negative information is found after fingerprinting, a special report will be



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

submitted. Mr. Yorty has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. When Department fingerprinting resumes, any negative information is revealed through fingerprints, a supplemental report will be submitted.

I have sent Mr. Yorty the Town's Sales of Alcoholic Beverages Regulations, the highlights of those regulations. I will also meet with him in person to review the regulations and what is expected during an administrative inspection.

Included in the application was a vote of the corporate board on April 11, 2021 naming Mr. Yorty as the authorized signatory and proposed Liquor License Manager. Hemlock Grill, located at Putterham Meadows Golf Course is leased from the Town of Brookline until February 28, 2022. Mr. Yorty will also provide \$10,000.00 to the business. An insurance binder and two food service contracts were also provided by Mr. Yorty and his partner Mr. Saenz.

Alex R. Saenz

LLC Managing Member (50%)



Mr. Saenz is a graduate of Spring Valley High School, TX. He also attended the University of South Carolina and Le Cordon Bleu in California and has worked as a chef for almost twenty years. He is a US citizen over 21 years of age and has an active Massachusetts driver's license.

Mr. Saenz has yet to submit to the Brookline Police Department a full set of fingerprints for the purpose of conducting a criminal background check. This is due to the COVID-19 crises and the Police Department's current policy against in-person fingerprinting. When Department fingerprinting resumes, if any negative information is revealed that would disqualify him from participating in the business, a supplemental report will be submitted.

A check of our Master Name Record system reveals no contacts with Mr. Saenz. A query of other applicable law enforcement databases reveals no information that would disqualify him from participating in the business venture. Mr. Saenz will also provide \$10,000.00 to the business.

Hemlock Grill has recently been approved for a CV and Entertainment License consisting of radio, taped music, and television broadcasts by the Town.

At this time, two employees, Justin Baker and Colin Kiley, are certified to serve alcohol. Mr. Yorty has provided an invoice for his safe service of alcohol training and will provide the completed certificate



7.A.

prior to license approval. At this time, I see no reason to deny this application for a new Seasonal All Alcohol Beverage License for the Hemlock Grill or to deny Mr. Yorty named as Manager of Record.

Respectfully submitted,  
Lt. Michael P. Murphy #31



Public Safety Building, 350 Washington Street, Brookline, Massachusetts 02445  
Telephone (617) 730-2249 ♦ Facsimile (617) 730-8454

## Payment Confirmation

### YOUR PAYMENT HAS PROCESSED AND THIS IS YOUR RECEIPT

Your account has been billed for the following transaction. You will receive a receipt via email.



**Transaction Processed Successfully.**

**INVOICE #: 09525e62-7160-4ba8-b25b-6e5fca6585b0**

Description	Applicant, License or Registration Number	Amount
FILING FEES-RETAIL	Gamehenge Golf LLC	\$200.00
		<b>\$200.00</b>

**Total Convenience Fee: \$4.70**

**Date Paid: 4/19/2021 11:48:50 AM EDT**

**Total Amount Paid: \$204.70**

#### Payment On Behalf Of

**License Number or Business Name:**  
Gamehenge Golf, LLC

**Fee Type:**  
FILING FEES-RETAIL

#### Billing Information

**First Name:**  
Christopher

**Last Name:**  
Yorty

**Address:**  
1 Stone Lane

**City:**  
Malden

**State:**  
MA

**Zip Code:**  
02148

**Email Address:**  
chris.yorty@gmail.com

7.A.

*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
95 Fourth Street, Suite 3, Chelsea, MA 02150-2358  
[www.mass.gov/abcc](http://www.mass.gov/abcc)

'21 APR 28 PM 1:09

**APPLICATION FOR A NEW LICENSE**Municipality **1. LICENSE CLASSIFICATION INFORMATION****ON/OFF-PREMISES****TYPE****CATEGORY****CLASS**

Please provide a narrative overview of the transaction(s) being applied for. On-premises applicants should also provide a description of the intended theme or concept of the business operation. Attach additional pages, if necessary.

We will manage all food and beverage operations at the Robert T. Lynch Golf Course in Brookline. This operation includes clubhouse dine-in, patio dine-in, beverage cart, and two service structures on the course property near the main clubhouse.

Is this license application pursuant to special legislation?



Yes



No

Chapter Acts of **2. BUSINESS ENTITY INFORMATION**

The entity that will be issued the license and have operational control of the premises.

Entity Name

FEIN

DBA

Manager of Record

Street Address

Phone

Email

Alternative Phone

Website

**3. DESCRIPTION OF PREMISES**

Please provide a complete description of the premises to be licensed, including the number of floors, number of rooms on each floor, any outdoor areas to be included in the licensed area, and total square footage. You must also submit a floor plan.

(In square footage) Main Clubhouse Service Area for Guests: 1798, Patio: 925, Kitchen Area: 620

Total Square Footage: Number of Entrances: Seating Capacity: Number of Floors: Number of Exits: Occupancy Number: **4. APPLICATION CONTACT**

The application contact is the person whom the licensing authorities should contact regarding this application.

Name:

Phone:

Title:

Email:

1

## APPLICATION FOR A NEW LICENSE

**5. CORPORATE STRUCTURE**

Entity Legal Structure	LLC	Date of Incorporation	3/4/2021
State of Incorporation	Massachusetts	Is the Corporation publicly traded?	<input type="radio"/> Yes <input checked="" type="radio"/> No

**6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.). Attach additional page(s) provided, if necessary, utilizing Addendum A.

- The individuals and titles listed in this section must be identical to those filed with the Massachusetts Secretary of State.
- The individuals identified in this section, as well as the proposed Manager of Record, must complete a CORI Release Form.
- Please note the following statutory requirements for Directors and LLC Managers:  
**On Premises (E.g. Restaurant/ Club/Hotel) Directors or LLC Managers** - At least 50% must be US citizens;  
**Off Premises (Liquor Store) Directors or LLC Managers** - All must be US citizens and a majority must be Massachusetts residents.
- If you are a Multi-Tiered Organization, please attach a flow chart identifying each corporate interest and the individual owners of each entity as well as the Articles of Organization for each corporate entity. Every individual must be identified in Addendum A.

Name of Principal	Residential Address	SSN	DOB	Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen	MA Resident
Christopher Yorty	[REDACTED]	[REDACTED]	[REDACTED]	Managing Member	50%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
Alex Saenz	[REDACTED]	[REDACTED]	[REDACTED]	Managing Member	50%	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No	<input checked="" type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
						<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Additional pages attached? ☐ Yes ☒ No

**CRIMINAL HISTORY**

Has any individual listed in question 6, and applicable attachments, ever been convicted of a State, Federal or Military Crime? If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☒ No

## APPLICATION FOR A NEW LICENSE

**6A. INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Does any individual or entity identified in question 6, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages? Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**6B. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 6, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held? Yes ☒ No ☐  
If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality
Christopher Yorty	All Alcohol	Cambridge Cuisine, LLC	Cambridge, MA

**6C. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Have any of the disclosed licenses listed in question 6A or 6B ever been suspended, revoked or cancelled?  
Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**7. OCCUPANCY OF PREMISES**

Please complete all fields in this section. Please provide proof of legal occupancy of the premises.

- If the applicant entity owns the premises, a deed is required.
- If leasing or renting the premises, a signed copy of the lease is required.
- If the lease is contingent on the approval of this license, and a signed lease is not available, a copy of the unsigned lease and a letter of intent to lease, signed by the applicant and the landlord, is required.
- If the real estate and business are owned by the same individuals listed in question 6, either individually or through separate business entities, a signed copy of a lease between the two entities is required.

Please indicate by what means the applicant will occupy the premises

Tenant at Will

Landlord Name

Landlord Phone

Landlord Email

Landlord Address

Lease Beginning Date

Rent per Month

Lease Ending Date

Rent per Year

Will the Landlord receive revenue based on percentage of alcohol sales?

☒ Yes ☐ No

## APPLICATION FOR A NEW LICENSE

**8. FINANCIAL DISCLOSURE**

A. Purchase Price for Real Estate	0
B. Purchase Price for Business Assets	5000
C. Other * (Please specify below)	3000
D. Total Cost	8000

\*Other Cost(s): (i.e. Costs associated with License Transaction including but not limited to: Property price, Business Assets, Renovations costs, Construction costs, Initial Start-up costs, Inventory costs, or specify other costs):"

**SOURCE OF CASH CONTRIBUTION**

Please provide documentation of available funds. (E.g. Bank or other Financial institution Statements, Bank Letter, etc.)

Name of Contributor	Amount of Contribution
Chris Yorty	10,000
Alex Saenz	10,000
Total	20,000

**SOURCE OF FINANCING**

Please provide signed financing documentation.

Name of Lender	Amount	Type of Financing	Is the lender a licensee pursuant to M.G.L. Ch. 138.
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No
			<input type="radio"/> Yes <input type="radio"/> No

**FINANCIAL INFORMATION**

Provide a detailed explanation of the form(s) and source(s) of funding for the cost identified above.

Personal Contributions
------------------------

**9. PLEDGE INFORMATION**

Please provide signed pledge documentation.

Are you seeking approval for a pledge? ☐ Yes ☒ No

Please indicate what you are seeking to pledge (check all that apply) ☐ License ☐ Stock ☐ Inventory

To whom is the pledge being made?

--

**10. MANAGER APPLICATION****A. MANAGER INFORMATION**

The individual that has been appointed to manage and control the licensed business and premises.

Proposed Manager Name Christopher Yorty

Date of Birth

SSN

Residential Address

Email

chris.yorty@gmail.com

Phone

Please indicate how many hours per week you intend to be on the licensed premises

50

**B. CITIZENSHIP/BACKGROUND INFORMATION**

Are you a U.S. Citizen?\*

☒ Yes

☐ No

\*Manager must be a U.S. Citizen

If yes, attach one of the following as proof of citizenship US Passport, Voter's Certificate, Birth Certificate or Naturalization Papers.

Have you ever been convicted of a state, federal, or military crime?

☐ Yes

☒ No

If yes, fill out the table below and attach an affidavit providing the details of any and all convictions. Attach additional pages, if necessary, utilizing the format below.

Date	Municipality	Charge	Disposition

**C. EMPLOYMENT INFORMATION**

Please provide your employment history. Attach additional pages, if necessary, utilizing the format below.

Start Date	End Date	Position	Employer	Supervisor Name
2019	2020	Director of Ops	Independent Restaurant Group	Jess Willis
2012	2019	Equity Partner/GM	Cambridge Cuisine, LLC	Will Gilson
2010	2012	GM	Temple Bar	Patrick Lee

**D. PRIOR DISCIPLINARY ACTION**

Have you held a beneficial or financial interest in, or been the manager of, a license to sell alcoholic beverages that was subject to disciplinary action? ☐ Yes ☒ No If yes, please fill out the table. Attach additional pages, if necessary,utilizing the format below.

Date of Action	Name of License	State	City	Reason for suspension, revocation or cancellation

I hereby swear under the pains and penalties of perjury that the information I have provided in this application is true and accurate:

Manager's Signature

*Chris Yorty*

Date 4/12/2021

**11. MANAGEMENT AGREEMENT**

Are you requesting approval to utilize a management company through a management agreement?

☐ Yes ☒ No

If yes, please fill out section 11.

Please provide a narrative overview of the Management Agreement. Attach additional pages, if necessary.

**IMPORTANT NOTE:** A management agreement is where a licensee authorizes a third party to control the daily operations of the license premises, while retaining ultimate control over the license, through a written contract. *This does not pertain to a liquor license manager that is employed directly by the entity.*

**11A. MANAGEMENT ENTITY**

List all proposed individuals or entities that will have a direct or indirect, beneficial or financial interest in the management Entity (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name	Address	Phone
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

Name of Principal	Residential Address	SSN	DOB
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>

Title and or Position	Percentage of Ownership	Director	US Citizen	MA Resident
<div style="border: 1px solid black; height: 20px;"></div>	<div style="border: 1px solid black; height: 20px;"></div>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime?

☐ Yes ☐ No

If yes, attach an affidavit providing the details of any and all convictions.

**11B. EXISTING MANAGEMENT AGREEMENTS AND INTEREST IN AN ALCOHOLIC BEVERAGES****LICENSE**

Does any individual or entity identified in question 11A, and applicable attachments, have any direct or indirect, beneficial or financial interest in any other license to sell alcoholic beverages; and or have an active management agreement with any other licensees?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**11C. PREVIOUSLY HELD INTEREST IN AN ALCOHOLIC BEVERAGES LICENSE**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a direct or indirect, beneficial or financial interest in a license to sell alcoholic beverages, which is not presently held?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Name	License Type	License Name	Municipality

**11D. PREVIOUSLY HELD MANAGEMENT AGREEMENT**

Has any individual or entity identified in question 11A, and applicable attachments, ever held a management agreement with any other Massachusetts licensee?

Yes ☐ No ☒ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Licensee Name	License Type	Municipality	Date(s) of Agreement

**11E. DISCLOSURE OF LICENSE DISCIPLINARY ACTION**

Has any of the disclosed licenses listed in questions in section 11B, 11C, 11D ever been suspended, revoked or cancelled?

Yes ☐ No ☐ If yes, list in table below. Attach additional pages, if necessary, utilizing the table format below.

Date of Action	Name of License	City	Reason for suspension, revocation or cancellation

**11F. TERMS OF AGREEMENT**

a. Does the agreement provide for termination by the licensee?

Yes ☐ No ☐

b. Will the licensee retain control of the business finances?

Yes ☐ No ☐

c. Does the management entity handle the payroll for the business?

Yes ☐ No ☐

d. Management Term Begin Date

e. Management Term End Date

f. How will the management company be compensated by the licensee? (check all that apply)

☐ \$ per month/year (indicate amount)

☐ % of alcohol sales (indicate percentage)

☐ % of overall sales (indicate percentage)

☐ other (please explain)

**ABCC Licensee Officer/LLC Manager**

**Management Agreement Entity Officer/LLC Manager**

Signature:

Signature:

Title:

Title:

Date:

Date:

**ADDITIONAL INFORMATION**

Please utilize this space to provide any additional information that will support your application or to clarify any answers provided above.

I have attached:

Award Letter and Contract with the Town of Brookline to serve as our Lease agreement.

Bank letter to serve as proof and source of funding.

Floor Plan of premises

ABCC payment receipt for the \$200 filing fee

**APPLICANT'S STATEMENT**

I, Christopher Yorty the: ☐ sole proprietor; ☐ partner; ☐ corporate principal; ☒ LLC/LLP manager  
 Authorized Signatory

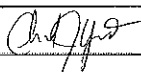
of Gamehenge Golf. LLC  
 Name of the Entity/Corporation

hereby submit this application (hereinafter the "Application"), to the local licensing authority (the "LLA") and the Alcoholic Beverages Control Commission (the "ABCC" and together with the LLA collectively the "Licensing Authorities") for approval.

I do hereby declare under the pains and penalties of perjury that I have personal knowledge of the information submitted in the Application, and as such affirm that all statements and representations therein are true to the best of my knowledge and belief. I further submit the following to be true and accurate:

- (1) I understand that each representation in this Application is material to the Licensing Authorities' decision on the Application and that the Licensing Authorities will rely on each and every answer in the Application and accompanying documents in reaching its decision;
- (2) I state that the location and description of the proposed licensed premises are in compliance with state and local laws and regulations;
- (3) I understand that while the Application is pending, I must notify the Licensing Authorities of any change in the information submitted therein. I understand that failure to give such notice to the Licensing Authorities may result in disapproval of the Application;
- (4) I understand that upon approval of the Application, I must notify the Licensing Authorities of any change in the ownership as approved by the Licensing Authorities. I understand that failure to give such notice to the Licensing Authorities may result in sanctions including revocation of any license for which this Application is submitted;
- (5) I understand that the licensee will be bound by the statements and representations made in the Application, including, but not limited to the identity of persons with an ownership or financial interest in the license;
- (6) I understand that all statements and representations made become conditions of the license;
- (7) I understand that any physical alterations to or changes to the size of the area used for the sale, delivery, storage, or consumption of alcoholic beverages, must be reported to the Licensing Authorities and may require the prior approval of the Licensing Authorities;
- (8) I understand that the licensee's failure to operate the licensed premises in accordance with the statements and representations made in the Application may result in sanctions, including the revocation of any license for which the Application was submitted; and
- (9) I understand that any false statement or misrepresentation will constitute cause for disapproval of the Application or sanctions including revocation of any license for which this Application is submitted.
- (10) I confirm that the applicant corporation and each individual listed in the ownership section of the application is in good standing with the Massachusetts Department of Revenue and has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

Signature:



Date: 4/11/2021

Title:

Managing Member

**CORPORATE VOTE**

The Board of Directors or LLC Managers of Gamehenge Golf, LLC  
Entity Name  
duly voted to apply to the Licensing Authority of Brookline and the  
City/Town  
Commonwealth of Massachusetts Alcoholic Beverages Control Commission on 04/11/2021  
Date of Meeting

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License                        | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  | <input type="checkbox"/> Other <u>                    </u>  |   | <input type="checkbox"/> Change of DBA                                |

"VOTED: To authorize

Christopher Yorty

Name of Person

to sign the application submitted and to execute on the Entity's behalf, any necessary papers and do all things required to have the application granted."

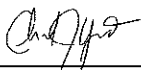
"VOTED: To appoint

Christopher Yorty

Name of Liquor License Manager

as its manager of record, and hereby grant him or her with full authority and control of the premises described in the license and authority and control of the conduct of all business therein as the licensee itself could in any way have and exercise if it were a natural person residing in the Commonwealth of Massachusetts."

A true copy attest,



Corporate Officer /LLC Manager Signature

Christopher J Yorty

(Print Name)

For Corporations ONLY

A true copy attest,

Corporation Clerk's Signature

(Print Name)

**ADDENDUM A****6. PROPOSED OFFICERS, STOCK OR OWNERSHIP INTEREST (Continued...)**

List all individuals or entities that will have a direct or indirect, beneficial or financial interest in this license (E.g. Stockholders, Officers, Directors, LLC Managers, LLP Partners, Trustees etc.).

Entity Name		Percentage of Ownership in Entity being Licensed (Write "NA" if this is the entity being licensed)		
<input type="text"/>		<input type="text"/>		

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

Name of Principal	Residential Address	SSN	DOB
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Title and or Position	Percentage of Ownership	Director/ LLC Manager	US Citizen
<input type="text"/>	<input type="text"/>	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
			MA Resident
			<input type="radio"/> Yes <input type="radio"/> No

**CRIMINAL HISTORY**

Has any individual identified above ever been convicted of a State, Federal or Military Crime?  
If yes, attach an affidavit providing the details of any and all convictions.

☐ Yes ☐ No

7.A.

*The Commonwealth of Massachusetts*  
*Alcoholic Beverages Control Commission*  
*95 Fourth Street, Suite 3, Chelsea, MA 02150-2358*  
*www.mass.gov/abcc*

**RETAIL ALCOHOLIC BEVERAGES LICENSE APPLICATION  
MONETARY TRANSMITTAL FORM**

**APPLICATION FOR A NEW LICENSE**

APPLICATION SHOULD BE COMPLETED ON-LINE, PRINTED, SIGNED, AND SUBMITTED TO THE LOCAL  
LICENSING AUTHORITY.

ECRT CODE: RETA

Please make \$200.00 payment here: ABCC PAYMENT WEBSITE

PAYMENT MUST DENOTE THE NAME OF THE LICENSEE CORPORATION, LLC, PARTNERSHIP, OR INDIVIDUAL AND INCLUDE THE  
PAYMENT RECEIPT

ABCC LICENSE NUMBER (IF AN EXISTING LICENSEE, CAN BE OBTAINED FROM THE CITY)

ENTITY/ LICENSEE NAME Gamehenge Golf, LLC

ADDRESS 1281 West Roxbury Pkwy Chestnut Hill, MA 02467

CITY/TOWN West Roxbury

STATE MA

ZIP CODE 02467

For the following transactions (Check all that apply):

- |  |   |   |   |
|--|---|---|---|
| <input checked="" type="checkbox"/> New License                        | <input type="checkbox"/> Change of Location   | <input type="checkbox"/> Change of Class (i.e. Annual / Seasonal)         | <input type="checkbox"/> Change Corporate Structure (i.e. Corp / LLC) |
| <input type="checkbox"/> Transfer of License                           | <input type="checkbox"/> Alteration of Licensed Premises  | <input type="checkbox"/> Change of License Type (i.e. club / restaurant)  | <input type="checkbox"/> Pledge of Collateral (i.e. License/Stock)    |
| <input type="checkbox"/> Change of Manager                             | <input type="checkbox"/> Change Corporate Name  | <input type="checkbox"/> Change of Category (i.e. All Alcohol/Wine, Malt) | <input type="checkbox"/> Management/Operating Agreement               |
| <input type="checkbox"/> Change of Officers/<br>Directors/LLC Managers | <input type="checkbox"/> Change of Ownership Interest<br>(LLC Members/ LLP Partners,<br>Trustees) | <input type="checkbox"/> Issuance/Transfer of Stock/New Stockholder       | <input type="checkbox"/> Change of Hours                              |
|  | <input type="checkbox"/> Other  |   | <input type="checkbox"/> Change of DBA                                |

THE LOCAL LICENSING AUTHORITY MUST MAIL THIS  
TRANSMITTAL FORM ALONG WITH  
COMPLETED APPLICATION, AND SUPPORTING DOCUMENTS TO:

**Alcoholic Beverages Control Commission**  
**95 Fourth Street, Suite 3**  
**Chelsea, MA 02150-2358**



April 20, 2021

Gamehenge Golf LLC  
[REDACTED]

Re: *Account balance*  
# [REDACTED]

To Whom it may concern:

This letter is in response to your request for a balance inquiry on the above referenced account. After the two initial deposits of \$10,000.00 each Our records show that as of April 20, 2021, the available balance in your account is \$ 17,715.17.

We value your business and look forward to serving you again in the future. If we can be of further assistance, please contact Customer Contact Center at (888) 418-5626.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lesly Beliard".

Lesly Beliard  
Cambridge Savings Bank  
AVP Manager



**TOWN OF BROOKLINE**  
*Massachusetts*

**DEPARTMENT OF FINANCE**

**PURCHASING DIVISION**

333 Washington Street  
Brookline, MA 02445  
617-730-2195  
Fax: 617-264-6448

DAVID C. GEANAKAKIS  
Chief Procurement Officer

April 7, 2021

BM&S, LLC d/b/a Bisq Meats & Sandwiches  
[REDACTED]

Attn.: Chris Yorty

RE: Award of the RFQ for Food and Beverage Concession for the Brookline Golf Course at Robert T. Lynch Municipal Golf Course Reference # P-21-11 for the Recreation Department

Dear Sir,

Enclosed are two (2) copies of the Agreement for the contract for Food Service / All Kinds Alcoholic Beverages Concession License at Robert T. Lynch Municipal Golf Course for the Recreation Department of the Town of Brookline, detailed in RFQ Reference # P-21-11.

Please have all copies of the Agreement signed by an authorized corporate officer. Return all copies of the signed documents to my office as soon as possible.

A copy of the Agreement as signed by your company and the Town of Brookline will be forwarded to you for your files.

Sincerely,

David Geanakakis,  
Chief Procurement Officer

## TOWN OF BROOKLINE, MASSACHUSETTS

AGREEMENT

Ref. #: P-21-11

We, BM&S, LLC d/b/a Bisq Meats & Sandwiches  
Of 

Attn.: Chris Yorty


have received notification from the Purchasing Division of the Town of Brookline of acceptance of our Quotation Proposal submitted to the Town of Brookline on February 17, 2021 for the RFQ for Food and Beverage Concession for the Brookline Golf Course at Robert T. Lynch Municipal Golf Course Reference # P-21-11 for the Recreation Department.

Goods and services are to be delivered in accordance with the terms and conditions of the Town of Brookline's RFQ Specifications furnished to us by the Town of Brookline and on which our Proposal Ref. # P-21-11 is based, which is made a part of this Agreement by reference.

See attached for License Agreement (TERMS & CONDITIONS).

We accept this award and hereby enter into Agreement with the Town of Brookline, Massachusetts to furnish goods and services in accordance with the Town of Brookline's RFQ and our Proposal for the RFQ for Food and Beverage Concession for the Brookline Golf Course at Robert T. Lynch Municipal Golf Course Reference # P-21-11 for the Recreation Department.

FIRM NAME BM&S, LLC

BY  Christopher Yorty, Managing Member  
Name, title, and signature of officer authorized to sign for the company

## TOWN OF BROOKLINE, MASSACHUSETTS

BY \_\_\_\_\_ Comptroller

and

BY \_\_\_\_\_ Chief Procurement Officer

Agreement approved and dated by the Town of Brookline \_\_\_\_\_

## **License Agreement (TERMS & CONDITIONS)**

### **1. Contract Terms**

The following terms are incorporated in the contract that results from the RFQ process, 1 year agreement. The Town of Brookline reserves the right to make reasonable amendments or additions to the License Agreement following award of the Concession License to the successful proposer.

### **2. Definitions**

- (a) The term "Proposer" shall be used interchangeably with the term "Licensee" since the successful Proposer will become the Licensee. The "Proposer", "Licensee", and "Licensee" shall also be referred to as "it" or "itself".
- (b) The terms "Contract" and "Agreement" and "License Agreement" shall be used interchangeably. The "Specifications" set forth below will be incorporated into the License Agreement between the Town and the successful Proposer and will become the terms of the License Agreement.
- (c) The term "Licensor", "Town" and "Town" shall be used interchangeably and shall mean the "Town of Brookline" acting by and through its Park and Recreation Commission and Board of Selectmen.

### **3. License Term**

The license term shall commence on April 15, 2021, and end on February 28, 2022 under conditions herein described. The Town of Brookline Select Board retains the sole authority to grant in the first instance, and renew thereafter (and revoke, suspend or cancel, if necessary), the liquor license. The Licensee is required to apply for a seasonal all kinds liquor license, covering the areas of the Concession Premises found in section (4) where alcohol service may be made to the public. On or by each January 5<sup>th</sup>, the Licensee shall surrender the seasonal common victualler all kinds liquor license stating an effective date no earlier than January 5<sup>th</sup> and no later than January 15<sup>th</sup>. The Licensee may apply for a temporary alcohol license for any events that take place after a seasonal license is surrendered and prior to the reissuance of a new seasonal license.

Failure by the Licensee comply with the foregoing shall be considered a material breach of this Agreement.

### **4. Contract Scope**

The agreement resulting from this RFQ will be for a one (1) year period, without any option to renew. It is anticipated that a new procurement for these services will be issued prior to the expiration of this agreement.

### **Scope of Operations**

Direct Report: Director of Recreation and General Manager

## 7.A.

1. Obtain Seasonal All Kinds Liquor license, for use from April 1, 2021 to January 5, 2022. The vendor would have the ability to apply for a temporary one-day special event liquor license during the offseason to serve selected events.
  - a. The Town of Brookline Select Board retains the sole authority to grant in the first instance and renew thereafter (and revoke, suspend or cancel, if necessary) the liquor license. The Proposer is required to apply for an original and renewed seasonal common victualler all kinds liquor license. The Proposer must surrender the seasonal license in writing effective on or by January 5<sup>th</sup> 2022, stating an effective date for the surrender that is no earlier than January 5<sup>th</sup> and no later than January 15<sup>th</sup>.
2. **Minimum** Operating Requirements for a short-term agreement shall cover at minimum the following golf and ski operations from April 15, 2021 to February 28, 2022.
  - a. Clubhouse: Lunch and Early Evening Dining Service, Breakfast/Brunch is optional. If breakfast is not served, the Golf Shop reserves the right to serve limited snacks, coffee and refreshments (non-alcoholic) during those times/days.
  - b. Turn on the Green (9<sup>th</sup>/10<sup>th</sup> Grill): Friday, Saturday & Sunday Lunch Service
  - c. Beverage Cart on Course: Above 80, on course every day for safety of golfers | Below 80, on course Friday, Saturday & Sunday
  - d. Driving Range Grill: Memorial Day to Columbus Day: Friday 11-7 | Saturday 10-5 | Sunday 10-4
  - e. Nordic activities served from December 1, 2021 to February 28, 2022 as they are scheduled, weather permitting.
3. Proposal only covers Food & Beverage sold and distributed at the golf course.
4. Maintain the cleanliness and sanitation of any food and beverage work area, dining area, and both bathrooms.
5. All employees should be trained on serve safe tips alcohol training, customer service, covid-19 training, and any town requested training.
6. During this one (1) year agreement, the successful contractor will have the opportunity to try and “test drive” ideas to increase additional revenue, with the approval of Director of Recreation and General Manager.
7. Financial Reporting on a quarterly basis to review revenue area performance for operational adjustments as requested by Director of Recreation or General Manager.
8. Size and scope of menu; all offering shall be guaranteed to golfers during operations.
9. A marketing and social media plan is required to be submitted.
10. The proposer has the opportunity to propose a short-term capital plan to improve the experience for golfers, or any additional equipment that will help execute their food and beverage concepts. This is optional for the 2021, and not required.

**11. Minimum Financial expectations:**

- a. **6% of Gross Revenue payable July 15<sup>th</sup>, November 15<sup>th</sup> and March 1, 2022;**

**5. Concession Premises**

For purposes of these specifications and the license agreement between the Town and the Licensee, the "Concession Premises" shall consist of:

The Clubhouse Restaurant

The food service/seasonal all kinds alcohol concession is located at the Robert T. Lynch Municipal Golf Course Club House at 1281 West Roxbury Parkway, Brookline, and shall hereinafter be referred to as the "Club House Restaurant". The Club House Restaurant consists of the dining room, Ouimet room, kitchen, porch, patio, counter area, designated storeroom, restrooms and one entrance to the kitchen and storeroom area off the Club House Restaurant. Patrons of the concession shall have the use of the, public parking lot, over which the Town shall retain control and possession.

The Golf Course & Driving Range

There is also two (2) secondary locations at the Grill on the 9<sup>th</sup> /10<sup>th</sup> Tee, Driving Range for additional food service offerings, and beverage/food cart service. As may be permitted under the terms of the seasonal common victualler all kinds liquor license, a beverage/food cart may be used to serve food and alcoholic beverages to golfers on all 18 holes of golf course and practice putting green.

**6. Notice**

Any and all notices which may be required to be served by the Licensee on the Town shall be sent by registered or certified mail to the Director of Recreation, or authorized designee, Eliot Recreation Center, 133 Eliot St., Brookline, MA. 02467.

**7. Grant and Description of License**

The Town grants to Licensee and Licensee accepts from the Town the privilege of operating the food service concession at the Robert T. Lynch Municipal Golf Course for the period commencing the golf season, April 15, 2021 to February 28, 2022 under conditions herein described.

Subject to Paragraph 19, on page 21 below, for the period commencing April 15, 2021 to January 5<sup>th</sup> the Town grants to the Licensee and the Licensee accepts from the Town the privilege of operating an all kinds alcohol concession at the Robert T. Lynch Municipal Golf Course to the extent the Licensee is authorized to exercise such privilege pursuant to type of liquor license it will hold.

The Town of Brookline Select Board retains the sole authority to grant in the first instance, and renew thereafter (and revoke, suspend or cancel, if necessary), the liquor license. The Licensee is required to apply for a seasonal all kinds liquor license, covering the Concession Premises (see Section 4). On or

before each January 5<sup>th</sup>, the Licensee must surrender the seasonal license in writing stating an effective date no earlier than January 5<sup>th</sup> and no later than January 15<sup>th</sup>. The Licensee may apply for a temporary alcohol license for any events that take place after a seasonal license is surrendered and prior to the issuance of a new seasonal license.

Failure by the Licensee comply with the foregoing shall be considered a material breach of this Agreement.

**EXCLUSIONS:** In 2021, the Robert T. Lynch Municipal Golf Course will unveil a Community Engagement Initiative, which will allow the use of the Golf Course, Clubhouse and associated assets to better serve the needs of our community. This initiative will pair the ability to host and serve with the needs of our community non-profit organizations and partners of Brookline Recreation to satisfy the needs of those respective organizations. These regular or special events will not necessarily be required to utilize Licensee for food & beverage needs, pay the full rate of the rental space, or the rates of published golf activities. During these such events, other **vendors** if chosen would have the right of way to use the equipment and associated areas to execute the event. Such events would go through an application process and be permitted by The Town through an agreement and supervisor of the General Manager and Director of Recreation.

## **7. Inspection and Condition of Concession Premises**

The Licensee warrants that it has visited and familiarized itself with the Concession Premises and has made inspections and inquiries to its satisfaction prior to submitting its Proposal. There will be a scheduled walkthrough of the facility.

The Licensee has examined the Concession Premises prior to and as a condition precedent to his acceptance of the Concession Premises and is satisfied with the physical condition. Its taking of possession of the Concession Premises shall be conclusive evidence of its receipt of the Concession Premises and the licensed equipment and furnishings in good order and repair, except as otherwise specified, and it agrees that no representation as to the condition or repair of the Concession Premises has been made by the Town or its agents, whatsoever.

The Licensee agrees and admits that no agreement or promise to alter, repair or improve the premises or equipment and furnishings either before or after the execution of this agreement, not contained herein, has been made by the Town or its agents. Licensee agrees to return the premises and the equipment and furnishings to the Town in a condition as good as or better than when accepted by Licensee with reasonable wear and tear expected.

## **8. Right of Entry**

The Town reserves the right to enter the Concession Premises at any reasonable time for any and all lawful purposes, including observation of the concession's operation, inspection of equipment and to insure compliance with the covenants of this agreement.

The Town also reserves the right of ingress and egress to investigate and survey the Concession Premises as deemed necessary, and reserves the right to do any work of any nature necessary for preservation, maintenance and operation of this concession.

Licensee shall be liable for all expenses incurred by Town for all work done by the Town in order to preserve, maintain and operate the concession when the work is the result of Licensee's negligence or noncompliance with the covenants of this agreement.

#### **9. Payments to Town**

The proposer, as part of its proposal, must make payments to the Town. Payment shall be made by check or money order, payable to "Town of Brookline" and delivered to the Director of Recreation, or authorized designee, 133 Eliot Street, Brookline, MA. 02467. 6% of Gross Revenues shall be made on or before July 15<sup>th</sup>, November 15<sup>th</sup> and March 1, 2022.

#### **12. Minimum Financial expectations:**

- b. 6% of Gross Revenue payable July 15<sup>th</sup>, November 15<sup>th</sup> and March 1, 2022,
- c. Determined by financial statements submitted to the Town of Brookline

Year	July 15 <sup>th</sup> Installment	November 15 <sup>th</sup>	March 1, 2022
2021	\$TBD	\$TBD	\$TBD

#### **10. Days and Hours of Operation**

Licensee shall operate the Concession in accordance with the schedule set forth below except for the times when the Town has ordered the Clubhouse or Golf Course closed, or if the Town or its authorized representative shall approve in writing the closing of the Concession operations for any reason.

Alcoholic beverages may be sold only on the days and during the hours permitted by state and local law and by the Licensee's liquor license.

For the purpose of special events, weather or other considerations, permission to vary the required hours of operation for all locations of the Concession Premises must be authorized by the Director of Recreation, or authorized designee or his designee. Failure of the Licensee to conduct business in accordance with the required schedule or in accordance with any approved variation of the required schedule for more than five (5) consecutive days shall constitute a breach of this Agreement. Upon notification to the Licensee of such a breach, the Licensee shall have ten (10) days to remedy the problem. In the event no remedy, the Town may terminate the License within thirty (30) days.

In the event that the Licensee is delayed in opening the Concession Premises as required, the Licensee shall notify the General Manager at least one (1) hour before the scheduled hours of operation.

Minimum Operating Requirements for this short-term agreement shall cover at minimum the following golf and ski operations from April 15, 2021 to February 28, 2022.

## 7.A.

- a. Clubhouse: Lunch and Early Evening Dining Service; Breakfast/Brunch is optional. If breakfast is not served, the Golf Shop reserves the right to serve limited snacks, coffee and refreshments (nonalcoholic) during those times/days.
- b. Turn on the Green (9th/10th Grill): Friday, Saturday & Sunday Lunch Service.
- c. Beverage Cart on Course: Above 80, on course every day for safety of golfers | Below 80, on course Friday, Saturday & Sunday.
- d. Driving Range Grill: Memorial Day to Columbus Day: Friday 11-7 | Saturday 10-5 | Sunday 10-4.
- e. Nordic activities served from December 1, 2021 to February 28, 2022 as they are scheduled, weather permitting.
- f. Special community events, as they are scheduled, weather permitting.

The Clubhouse Restaurant, 10<sup>th</sup> Tee Grill and Beverage Cart may remain open at the discretion of the Licensee for hours beyond the minimum, but not to exceed the hours permitted by the Licensee's Common Victuallers and/or seasonal common victuallers all kinds liquor license.

Licensee shall have a dedicated cellular phone or two way radio for use for the Beverage Cart personnel at all times on the golf course.

Financial Reporting on a quarterly basis to review revenue area performance for operational adjustments as requested by Director of Recreation or General Manager, per food site location.

Size and scope of menu; all offering shall be guaranteed to golfers during operations.

### **11. Use of Premises**

The Concession Premises and the equipment and furnishings located there shall be used exclusively to conduct a food service and seasonal all kinds' alcohol concession business on property. Licensee shall not use or permit the Concession Premises or the equipment and furnishings to be used for any other purpose without consent of the Town or its authorized representative.

Licensee is authorized by the Town to sell and serve food, desserts, confections, and hot and cold beverages. Licensee is authorized by the Town to sell alcohol to the extent permitted by the Licensee's liquor license.

If Licensee would like to rent the facility for personal function, they would be offered an employee discount relative to the Town of Brookline Ethics policy.

Licensee must notify Director of Recreation of intent to change, extend, or otherwise alter hours of operation at the facility prior to seeking Town approval.

Alcohol service and consumption may occur only as permitted by the terms of the Licensee's liquor license. Bring your own beverage (alcohol, hereinafter "BYOB") events are strictly prohibited subject to the liquor license. BYOB shall not be permitted on portions of the premises covered by a current liquor license.

## **12. Menu and Price List**

Licensee agrees that the quality and selling price of all goods sold and all services rendered at the Concession shall be subject to the approval of the Town.

The vendor will provide kosher options, as needed, to patrons.

Prior to the operation of the Concession, Licensee shall deliver to the Director of Recreation, or authorized designee, a complete list of all Concession services for which a fee is proposed and all articles to be sold, served or dispensed under the terms of this Concession License. This price list and description of articles and services shall be subject to the written approval of the Director of Recreation, or authorized designee.

Any proposed increase in prices during the License Term must be submitted to the Director of Recreation, or authorized designee for review. Any increase in pricing will require written approval from the Director of Recreation, or authorized designee, or an authorized designee.

During its operation of the Concession, the Licensee shall post a menu and price list in a conspicuous place. Vendor will supply all golf carts with contact information including cellular phone number for pre-ordering of food and beverage service.

The Licensee agrees to serve food and beverages of excellent character and quality that shall at all times meet with the approval of The Town or its' agents. Licensee agrees that the character of service shall be the best obtainable and shall at all times be sanitary, orderly and sufficient to meet the reasonable demands of the public.

Licensee also agrees that Town shall have the right to object to the quality of food, the character of service, cleanliness of the bathrooms, and the condition of the Concession Premises or the equipment and furnishings located there and order the objectionable service and conditions discontinued or remedied.

The Licensee shall maintain sufficient food and beverages on the Concession Premises to provide sufficient quantities for a period of 48 hours of operation at the Concession.

The Licensee shall covenant that it will adhere to the provisions of the Food Service Standards and all rules and regulations of the Brookline Health Department.

The Licensee shall follow cleanliness procedures at the satisfaction of Director of Recreation or designee.

Pricing for special functions and tournaments shall be comparable to the pricing of regular menu items and shall be subject to the approval of the Director of Recreation, or an authorized designee.

## **13. Articles of Equipment and Furnishings**

The Town will provide for Licensee's use at the Concession of all furniture, furnishings and equipment currently owned by the Town and utilized at the Concession Premises. Any equipment which is on the Concession Premises and is owned by the Town and which is to be used by the Licensee in the

operation of the Concession shall be maintained in proper working order and good condition by the Licensee, and any repair shall be performed by competent serviceman shall be the responsibility of the Licensee at Licensee's cost.

The Town will not replace and/or repair any concession equipment during the term of this contract.

Notwithstanding the existence of Town-owned furnishings, furniture and equipment on the Concession Premises, Licensee, through its proposal, will provide all additional furniture, furnishings and equipment necessary for the proper operation of the licensed facilities and shall maintain said furniture, furnishings and equipment in a good condition and in working order.

Licensee shall not acquire any furniture or equipment in display to the general public that includes obvious logos or advertisements.

#### **14. Maintenance, Repairs and Replacements**

The Town shall be responsible for repair and replacement of all structural and mechanical components and equipment permanently attached to the structure, including roofs, walls, foundations, heating plant, plumbing and electrical systems. The Town is not responsible for maintaining appliances, sinks, or any other interior equipment.

The Town shall be responsible for the repair and maintenance of the roads, walks and parking areas surrounding the Concession Premises. The Town will maintain all exterior landscaping, including mowing, on the surrounding premises.

Repair and replacement of items for which the Town is responsible is subject to the availability of sufficient funds in the Town's current appropriations.

The Licensee will provide yearly maintenance on concession equipment, including but not limited to: stove(s), dishwasher, refrigerators, vent and exhaust fans (interior and exterior), sinks, drains, and interior gas lines to equipment. During the time of the contract a full inventory list of Town-owned equipment will be provided to the proposers.

The Beverage Cart shall be maintained and sanitized after each use, and deep cleaned twice yearly for both opening and closing of the golf season. All damages to the beverage cart shall be the sole responsibility of the licensee. The Town shall supply the fuel and the vendor shall maintain proper fuel level at all times.

The Bathrooms and Elevator shall be maintained at a cleanliness level acceptable to the Director of Recreation, or their designee.

#### **15. Construction**

Licensee shall not enter into any construction or repair projects of any kind on or in the Concession Premises without written permission from the Town's Director of Recreation, or authorized designee and the Town's Building Commissioner.

**16. Utilities**

The Town shall be responsible for the payment of all utilities, including gas, electric, and water, used in connection with the operation of the Concession. The Town agrees to provide adequate heat in the Clubhouse Restaurant.

**17. Sanitation**

Licensee shall keep the Concession Premises and the equipment and furnishings located there in a sanitary condition at all times, in conformity with applicable federal, state and municipal laws, codes, rules and regulations. An authorized representative of the Town's Department of Public Health may inspect the premises periodically and Licensee agrees to comply with the authorized representative's recommendations.

Licensee shall at all times maintain the Concession Premises restrooms and equipment and furnishings in good repair and in a clean, neat, sanitary and safe condition. Licensee agrees to clean the Concession Premises and areas contiguous to the Concession Premises at least twice per day in order to remove litter and spilled liquids or food. The Licensee shall maintain a cleaning log for both bathrooms that includes hourly cleanliness checks.

The Licensee's obligation to maintain cleanliness shall extend to the areas immediately surrounding the Concession Premises, including but not limited to the entire main hall of the Clubhouse, restrooms; lounge room, the patio, porch and tables thereon at the Clubhouse; stairs at the front entrance of the Clubhouse, stairs leading to the patio and porch at the rear of the Clubhouse, and basement and third floor office, storage and bathrooms. Custodial cleaning of the above areas shall be the sole responsibility of the Licensee after the yearly cleaning service provided by the Brookline Recreation department.

The Town maintains a pest control contract for regular visits to the facility throughout the calendar year. The vendor agrees to log all pest issues in the supplied log book.

Licensee shall store all trash in the containers provided for that purpose by the Town or the Licensee and shall empty the containers on a daily basis or more often as required into a dumpster provided by the Town. The Licensee shall keep the dumpster area in a clean and orderly condition. Licensee shall not permit any debris to remain, or obstruction to exist, on or about the Concession Premises. Licensee agrees to maintain recycling containers at the facility and to empty on a consistent schedule.

The Licensee shall provide all janitorial supplies (including bath tissue, hand towels, liquid soap, bleach, floor soap, etc.) and janitorial services required to properly clean and operate the Concession premises, including but not limited to the entire main hall of the clubhouse; stairways, restrooms, lounge room, patio, porch, the stairs at the front entrance, stairs to lower level, and designated storage area on lower level, and the equipment and furnishings.

Notwithstanding the presence of refuse containers provided by the Town, the Licensee agrees to provide additional refuse containers for the Concession Premises if necessary for the convenient and proper disposal of trash; to include the proper storage of all refuse containers, including recycling container in facility and to remove facility trash daily to dumpster. Any containers so provided shall meet with the approval of the Director of Recreation, or authorized designee, Commonwealth of

Massachusetts Department of Environmental Protection and the Brookline Department of Public Health.

**18. Compliance with Laws**

Licensee agrees to comply strictly with all federal, state, and municipal laws, codes, rules and regulations. Licensee further agrees not to permit nor perform any noxious or offensive business, trade or occupation in the Concession Premises, and not to permit the Concession Premises to be occupied or used for any immoral or illegal purpose.

**19. Sale of Alcohol**

Licensee shall apply for and obtain a seasonal liquor license authorizing it to sell all kinds of alcohol, and a common victualler's license authorizing it to sell prepared food, on the portions of the premises and during the days and hours contemplated by this Agreement. The premises is defined as stated in Section 4 above. During the license term, the Licensee shall apply for and obtain the necessary renewals of its common victualler license.

Further, and as a condition of the twelve-month occupancy, on or before each January 5<sup>th</sup>, the Licensee must surrender the seasonal liquor license in writing stating an effective date of no earlier than January 5<sup>th</sup> and no later than January 15<sup>th</sup>. The Licensee may apply for a temporary alcohol license for any events that take place after a seasonal license is surrendered and prior to the reissuance of a new seasonal license.

The Licensee may not sell alcoholic beverages, or permit consumption of alcoholic beverages on the premises, except as authorized to do so pursuant to its liquor license and applicable law.

The Licensee shall strictly comply with all federal, state, and municipal laws, codes, rules and regulations governing the handling or the of alcohol, including Mass. General Laws Chapter 138, the rules and regulations of the Massachusetts Alcoholic Beverage Control Commission (204 Code of Mass. Regulations), and the Town of Brookline's Sale of Alcoholic Beverages Regulations. The sale and consumption of alcohol is permitted on the premises (see Section 4), subject to the terms of the Licensee's liquor license and this Agreement.

The Licensee understands that it must maintain and annually surrender and apply for a new seasonal common victualler all kinds liquor license in order to maintain its Concession License, and that a failure to do so, or the suspension, revocation or cancelation of said license, shall be a material breach of this Agreement.

All fees for licenses shall be the responsibility of the Licensee.

The Licensee, its managers, and its employees shall be trained regarding the safe service of alcohol as required by the Town of Brookline's Sale of Alcoholic Beverages Regulations. TIPS certification is required for all servers, including beverage cart operator.

**Please note the attached Massachusetts Alcoholic Beverages Control Commission's NOTICE TO ALL LOCAL LICENSING AUTHORITIES AND ALL LICENSEES UNDER M.G.L. c.**

138, § 12.

**20. Insurance**

The Licensee agrees to provide General Public and Products Liability Insurance. **Proof of insurance coverage must be provided to the Town prior to the vendor starting occupancy and first day of operation.**

a. Workers' Compensation Insurance: The Licensee shall before commencing performance of the contract, provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws to all persons to be employed under the contract, the premiums on which shall be paid by the Licensee. The Licensee shall continue such insurance in full force and effect during the term of the contract and shall furnish the Town with a certificate or certificates showing such insurance coverage.

b. Public Liability and Property Damage Insurance: The Licensee shall take out and maintain during the life of this contract, such Public Liability and Property Damage Insurance as shall protect him, the Town, and any subcontractor performing work covered by this contract, from claims for damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by himself or by any subcontractor or by anyone directly or indirectly employed by either of them and the amounts of such insurance shall be indicated below. The policies for Public Liability and Property Damage Insurance shall be so written as to include Contingent Liability and Contingent Property Damage Insurance to protect the Licensee and Town against claims arising from the operation of sublicenses, and all premiums for insurance shall be paid by the Licensee.

The Town must be named on the policy. Details of the requirement are as follows:

**INDEMNITY**

The Licensee agrees to indemnify and defend the Town of Brookline and hold harmless the Town of Brookline from any and all claims, demands, loss, liability, causes of action, suits, judgments, liabilities and expense for property damages and/or injury to, or death of persons, arising or in any manner growing out of any of the Licensee's activities in connection with work under this contract, as to the work of the Licensee, his agents or employees. The Licensee shall assume the defense and save harmless the Town of Brookline and its individual officers, employees or agents from said claims arising out of the work of the Licensee. The Town reserves the right to select outside counsel to defend any such actions, such outside counsel being subject to the approval of the Licensee and not to be reasonably withheld or delayed, to defend any such actions.

**INSURANCE OBLIGATION**

Prior to starting occupancy, the Licensee shall deposit with the Town of Brookline certificates from insurers clearly stating that the required insurance policies have been issued to the Licensee and will remain in effect during the time period required to complete the contract. The certificates must be in a form satisfactory to the Town. The insurance shall include all major divisions of coverage, and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Town's and Licensee's Protective, Products and Completed Operations, Owned, Non-owned and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, which ever are greater.

## 7.A.

The Licensee agrees to take all precautions for safety while conducting the work so as to prevent injuries or damages to persons or property on the assigned job site. The Licensee agrees that he shall possess and maintain throughout the contract period/project insurance in the kinds and amounts as follows:

### A. Commercial Liability:

General Aggregate:	\$5,000,000.00
Products Completed Operations Aggregate	\$2,000,000.00
Personal Injury and Advertising Limit	\$2,000,000.00
Each Occurrence	\$2,000,000.00

### B. Automotive - For all owned, non-owned, hired and/or leased vehicles:

Each Occurrence Combined Single Limit	\$ 250,000.00
Or	
Bodily injury - each person	\$ 250,000.00
- each accident	\$ 250,000.00
Property damage - each occurrence	\$ 250,000.00

### C. Worker's Compensation

Coverage A	STATUTORY
Coverage B- Each Accident	\$ 100,000.00
Disease - Policy Limit	\$ 500,000.00
Disease - Each Employee	\$ 100,000.00

The Licensee may purchase and maintain excess liability insurance in the umbrella form in order to satisfy the limits of liability required for the insurance to be purchased and maintained in accordance with the requirements set forth above (in addition to the umbrella limits required). Evidence of such excess liability shall be delivered to the Town in the form of a certificate indicating the policy numbers and limits of liability of all underlying insurance.

## LIQUOR LIABILITY INSURANCE

During periods in which the Licensee has a seasonal liquor license, the Licensee shall maintain liquor liability insurance naming the Town as an additional insured in the amounts specified in G.L.c.138, Section 12.

## ADDITIONAL INSURED

The Town of Brookline must be named as an additional insured on the entire policy with respect to liability. The Insurance Certificate must be written in the name of the Town of Brookline as an Additional Insured in order to protect the interest of the Town from any liability which might be incurred against it as a result of any operation of the Licensee, his sub licensees, or their employees. The certificate must have the endorsement of the insurance agency.

## NOTICE

The policy must contain a notation the insurer will give 30 days' notice to the Town of Brookline prior to cancellation, change or non-renewal of the policy. At least 30 days prior to the expiration of any policy, a signed and complete Certificate of Insurance, with all endorsements attached, showing that the insurance coverage has been renewed or extended shall be filed with the Town Librarian.

## OCCURRENCE

Notice of Occurrence is to be given to the Town of Brookline, Purchasing Division

#### CARRIER RATING

Carriers MUST have an A.M. Best rating of A or better.

The Town reserves the right, at its sole discretion, to amend the insurance requirements set forth above.

#### **21. Indemnification**

Licensee covenants and agrees that it will fully indemnify, hold harmless, protect and defend at its own cost and expense, the Town, its employees, agents, elected and appointed officials and each of them harmless from any risks, suits, damages, expenses or claims (including court costs and reasonable attorneys' fees) with the town, its employees, agents, elected and appointed officials and each of them may incur or become liable for as a result of the injury or death of any person(s), or the loss or damage of any property in connection with the operation of this Concession by Licensee or any of its employees, agents, invitees or any other person acting on behalf of the Licensee.

#### **22. Taxes**

Licensee covenants that it will pay all taxes on personal property belonging to Licensee and located on the Concession Premises and that it will pay all income, sales, social security, unemployment, state, federal and any other taxes levied against the operation of the Concession.

#### **23. Bills & Reimbursements**

Licensee agrees to pay promptly all bills arising from the operation of the concession. If for whatever reason the Licensee elects to request reimbursement, it must be requested with enough advance timing to be considered and applied within The Town's fiscal year of purchase.

#### **24. Records**

Licensee agrees that it will maintain true and accurate set of books and records that will record all receipts and disbursements made, including payroll. Said accounting records shall be maintained in such a way that entries for gross receipts from, and disbursements for, the following four services shall be readily ascertainable; food service; alcohol; vending machines; special events/catering.

All records shall be kept by a method of accounting acceptable to the Town's Comptroller. Licensee also agrees that the receipts from operation of the concession will be deposited in a banking institution acceptable to the Town. Duplicate deposit slips will be kept on file and all accounts resulting from this Concession License shall be paid by check and, if desired, a petty cash account will be maintained. Said accounting records shall be open for inspection by The Town or its designee at all reasonable times.

Licensee agrees to furnish the Director of Recreation, or authorized designee with a Profit and Loss Statement and Balance Sheet, per scheduled payment date above. Profit and Loss Statement, by food and beverage site (clubhouse, 9/10<sup>th</sup> Grill on the Turn, Driving Range Grill, and Food/Bev Cart Service

is required to be submitted at least twice during this contract term). These documents are to be furnished no later than December 15 following the completion of the golf season.

The Licensee shall maintain a file of all invoices, bills, receipts, and accounts payable for food, alcohol or any other goods delivered to, stored at, or transferred to the Concession Premises for sale.

The Licensee shall submit to the Director of Recreation annual financial statements from a certified public accountant.

All sales to patrons at the Clubhouse Restaurant and for any authorized use, other than those arranged in advance for special functions, shall be recorded through a computerized point of sale or cash register equipped with a tape or other device that generates a hard copy of each recorded sale. The Licensee shall keep a file of all sales, cash register tapes or other hard copies that serve as a record of cash register sales at the Clubhouse Restaurant.

## **25. Licensees and Permits**

The Licensee shall be qualified to apply for and obtain a seasonal common victualler all kinds liquor license and a common victualler's license from the Select Board of the Town of Brookline, as set forth in Section 19 above. The Licensee shall be responsible for the payment of all license fees and any other public fees necessary for the operation of the Concession.

Licensee shall obtain and pay for all permits or licenses that may be required for the operation of the Concession prior to its occupation and use of the Concession Premises.

As set forth in Section 19 above, the Licensee must hold a valid seasonal common victualler all kinds liquor license and a common victualler's license for the Concession Premises as specified in this Agreement. The suspension, revocation or cancelation of either license, or the Licensee's failure during the License term to obtain a seasonal liquor license, will constitute a material breach of the License Agreement.

## **26. Audits**

It is agreed that auditors representing the Town will have free access to all books and records maintained by Licensee relative to the Concession.

If, as a result of an audit, or any other method specified by the Town, fraud can be established on the part of an employee of Licensee, then, upon notice in writing by the Town which sets forth the circumstances relative to the fraudulent action, it is agreed that the Licensee will immediately discontinue the services of the employee. If it is established that the Licensee took fraudulent action by not reporting income on the Annual Report of Gross Receipts submitted to the Town, then it is agreed that proof of that action will be just cause for immediate cancellation of this Concession License, upon written notice by the Director of Recreation, or authorized designee. The cancellation shall not release Licensee from liability for the Town's portion of income not reported.

**27. Nondiscrimination**

Licensee agrees to comply fully with the Federal Equal Employment Opportunities Act and with all applicable state and municipal laws, and Licensee agrees that no qualified person shall be denied or refused service or other full or equal use of the licensed facilities, nor denied employment opportunities by Licensee, as a result of race, creed, color, religion, sex, national origin or ancestry, age, physical or mental disability, sexual preference or gender identity.

**28. Relationship of the Town and Licensee**

It is understood by the parties that the relationship of Licensee to the Town is that of an independent Licensee. Licensee shall have no authority to employ any person as employee or agent on behalf of the Town for any purpose. Neither Licensee nor any person engaging in any work relating to the Concession at the request of or with the consent of Licensee shall be deemed an employee or agent of the Robert T. Lynch Municipal Golf Course. Should any person indicate to Licensee or any employee or agent of Licensee, by written or oral communication, that the person believes Licensee or an employee or agent of Licensee to be an employee or agent of the Town, Licensee shall use its best efforts to correct or to cause its employee or agent to correct that belief. In ordering any goods or services for the Concession, Licensee shall place the order in Licensee's own business name and not in the name of the Town of Brookline or the Robert T. Lynch Municipal Golf Course.

Prior to commencing Concession operations or prior to the first utilization of the operations, if after the start of the Concession operations, Licensee shall provide the Town with a complete list of the names and addresses of vendors from whom Licensee will be purchasing goods or services in connection with the Concession. Licensee acknowledged that the purpose of the list is to enable the Town to notify the vendors of the independent relationship of Licensee and to advise them that Licensee and not the Town is solely responsible for the payment of good or services purchased from the vendors.

**29. Employees**

Licensee agrees to operate the Concession personally or to employ sufficient and qualified personnel to operate the Concession in a business-like manner. The Concession shall be operated by an employee authorized to act and represent Licensee in all matters pertaining to the operation of the Concession.

The Licensee, its managers, and its employees shall be trained regarding the safe service of alcohol as required by the Town of Brookline's Sale of Alcoholic Beverages Regulations. TIPS certification is required for all servers, including beverage cart operator.

Licensee agrees that it and its employees shall be clean and neat in appearance and shall be courteous at all times to users of the Robert T. Lynch Municipal Golf Course. Licensee's employees shall wear identifying uniforms as approved by the Director of Recreation at all times when working.

Employees shall be paid at least the amount of the Brookline Living Wage, in accordance with the Town of Brookline by-laws.

Licensee agrees that a list containing the names, addresses and telephone numbers of its employees shall be submitted to the General Manager at the beginning of the season and shall be updated as required. Licensee shall follow all guidelines set forth by the Department of Public Health, and

## 7.A.

maintain safe food handling certification. Employees shall participate in yearly Town sponsored training as requested to meet service expectations of The Town.

**PLEASE NOTE:** Upon contract award, the Town of Brookline will also require a list of all Concession employees and will require that the Licensee conduct authorized criminal reference (CORI) and sexual offense reference (SORI) checks on all additional Concession employees, throughout the term of the contract.

All personnel employed by the Licensee will have an approved criminal and sexual offense reference check performed annually by the licensee and kept on file according to existing laws. The credentials of management and supervisory staff will be verified, as well as verification that all Concession staff has undergone a CORI and SORI check. **No Concession employee is allowed to work on the premises of the Robert T. Lynch Municipal Golf Course who has not passed CORI and SORI checks.**

- **Staffing Levels** – A main function of the food service is to provide prompt service to the players before and after their rounds. Additionally, it is extremely important to provide quick service to players making the turn from the ninth to tenth tee. Any delay at the concession, serving food and beverages, to these players will cause a backup on the tenth tee resulting in customer dissatisfaction. Therefore it will be required to have the appropriate staffing of all food and beverage areas as noted in the Hours of Operation unless mutually agreed alternative hours are approved by the General Manager.
- **Manager on Duty** – During the hours when alcohol is being served a Select Board-approved manager must be on duty, in conformity with the Town of Brookline's Sales of Alcoholic Beverages Regulations. The manager on duty must be authorized and able to oversee the entire Food & Beverage concession including, but not limited to, alcohol sales, customer service, staffing levels, inventory levels, cleanliness, etc.
- **Scheduling** – A weekly staff schedule must be submitted to the General Manager in advance.

### 30. Management

The Director of Recreation or authorized designee is the Town's representative empowered to manage the Town's interest in the licensed area. The Director of Recreation, or authorized designee may make reasonable written requests regarding the operation of the Concession to insure compliance with the terms of this Concession License, and Licensee is obligated to comply with the requests.

The Director of Recreation, Assistant Director of Recreation or the General Manager are responsible for carrying out the terms of the License Agreement by specifically designating certain employees, agents or assistants to do so.

### 31. Conflict of Interest

Licensee warrants that no official or employee or agent of the Town, (1) has been employed to aid in the procuring of this Concession License or (2) will be employed or otherwise benefit from this Concession License without the immediate divulgence of that fact to the Town.

**32. Signs**

No signs or advertisements shall be placed or erected on the Concession Premises or Town Property without the approval of the Town's Director of Recreation, or authorized designee. Licensee will submit for approval samples of any signs or advertisements relative to the Concession prior to their placement or erection. All signs erected by Licensee shall be the responsibility of Licensee and will be kept in good condition by Licensee.

**33. Smoking Policy**

Licensee shall not permit smoking on the Concession premises.

**34. Assignment or Subletting**

The Concession License shall not be assigned in whole or in part, nor shall the licensed premises, or any part of the premises, be sublet or licensed, nor shall any right or privilege granted herein to Licensee be sold, transferred or assigned without the written approval of the Director of Recreation or authorized designee or, in the case of the common victualler and liquor license, the Select Board.

Any sale, transfer or assignment, whether voluntary or involuntary, without the written approval of the Director of Recreation or authorized designee, or, in the case of the common victualler and liquor license, the Select Board, shall be void and constitute grounds for the cancellation of this Concession License at the option of the Town.

**35. Changes or Amendments to License**

The Concession License Agreement sets forth all agreements between the parties. No modification or amendment shall be valid unless set forth in writing and signed by the Town and the Licensee.

**36. Cancellation**

If in the judgment of the Town the manner of operation of the Concession or the quality of the merchandise or services does not meet the requirements of this license, or if Licensee breaches or is in default of any other term of this License Agreement, the Town shall give Licensee a written notice specifying with reasonable particularity the unsatisfactory performance or default, where, in the Town's sole opinion the breach or default is incapable of being remedied, the Town may automatically terminate the License upon written notice to Licensee specifying with reasonable particularity the reasons for terminating. The decision of the Town on any such matter shall be final.

**37. Destruction, Loss or Damage by Fire or Other Causes**

In the event the Concession Premises are damaged by fire or other casualty to an extent that in Town's sole opinion the continued operation of the premises by Licensee is not desirable, the Town may immediately terminate this License. The Town may, but is not obligated to, repair or rebuild the Concession Premises and, if after the repairs or rebuilding are completed to the Town's satisfaction,

any portion of the original license period remains, upon notice from the Town, Licensee immediately shall resume operation of the Concession in accordance with this agreement.

### **38. Vacating the Premises**

Unless renewal is arranged within 30 days prior to the expiration of the Concession License, Licensee shall, immediately upon expiration, vacate the Concession Premises and remove all property to which Licensee holds proper title within a reasonable timeframe determined by The Town.

Should Licensee fail to remove or dispose of its property as provided, the Town may consider the property abandoned and may claim proper title to it or dispose of it at Licensee's expense. In addition, at the expiration or termination of the Concession License, Licensee shall surrender the premises and the equipment and furnishings to which the Town holds title in as good or better condition as when accepted by Licensee, reasonable wear and tear expected.

This section may be waived or modified in writing by the Director of Recreation.

### **39. Bribery Clause**

Licensee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of any public agency or entity or any other municipality nor has Licensee made an admission of guilt of such conduct, which is a matter of record. Any attempt by the Licensee or his agent to bribe a public employee of the Town shall constitute a material breach of the license agreement.

### **40. Bankruptcy**

Except to the extent prohibited by applicable law, upon the occurrence of any one or more of the following events, the License granted Licensee shall be deemed to have terminated automatically:

- (a) The filing by Licensee of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors or
- (b) the filing of an involuntary bankruptcy petition against Licensee which is not withdrawn or dismissed within ten (10) days, or
- (c) a consenting by Licensee to the appointment of a receiver or trustee of all or part of Licensee's assets; or
- (d) the filing by Licensee of a petition or answer seeking an arrangement or reorganization under the Federal Bankruptcy Act or any other applicable state or federal law, or
- (e) the filing by Licensee of a petition to take advantage of any insolvency act or law.

### **41. Waiver or Breach**

The Town's decision to waive compliance with any term contained in the License Agreement shall not be deemed to be a waiver of that term for any subsequent breach of the same or any other term by the

Licensee. The acceptance of any payment made by the Licensee to the Town under the terms of this agreement shall not be deemed a waiver of any prior occurring breach by the Licensee of any term contained herein regardless of knowledge of the Town of the prior existing breach at the time of the acceptance of such payment.

**42. Severability**

If any provision or portion of any provision of this License Agreement shall be deemed illegal or unenforceable for any reason, the unaffected provisions or portions shall remain in full force and effect.

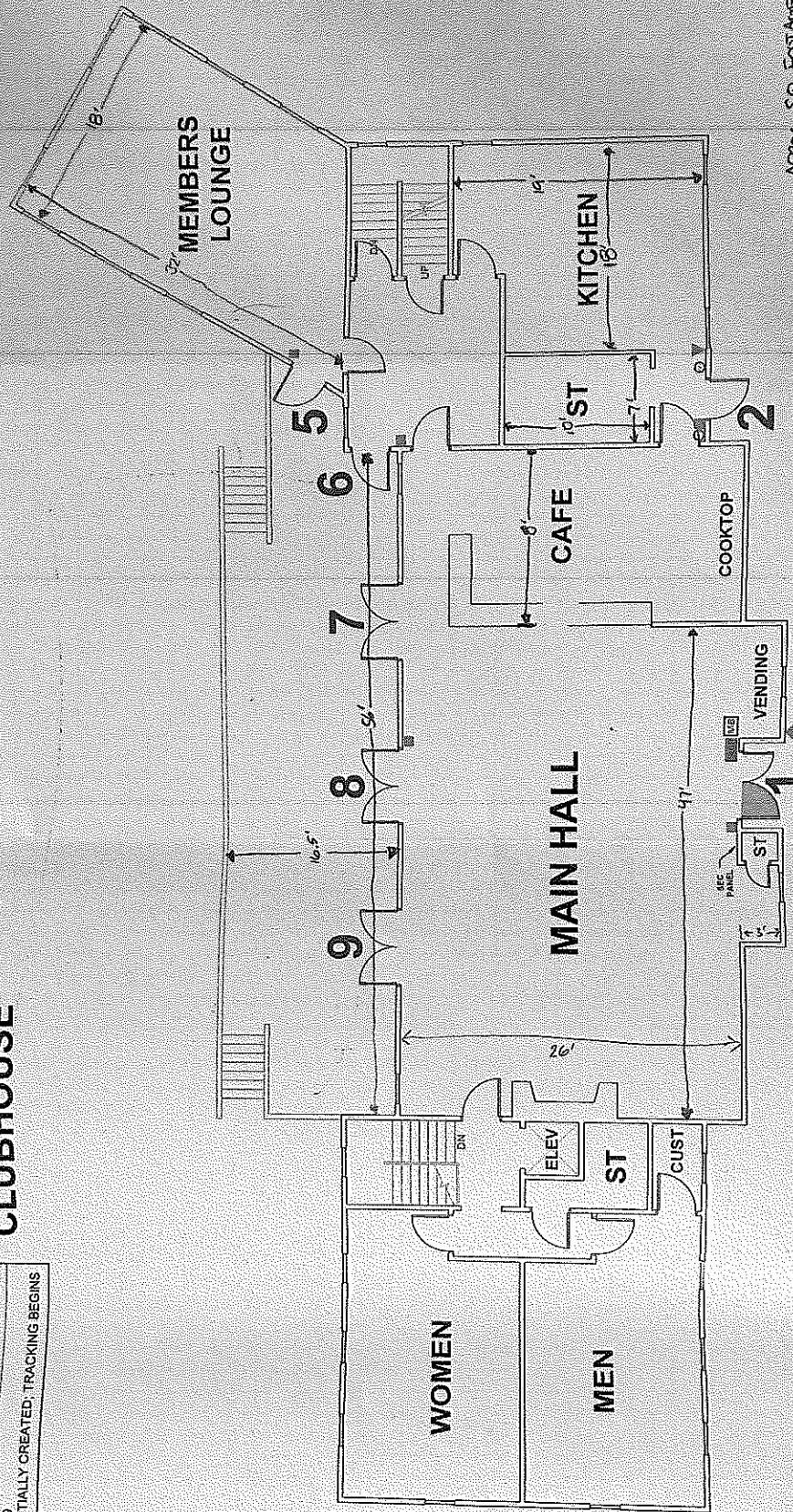
ORGANIZATION:	TOWN OF BROOKLINE
BUILDING NAME:	LYNCH MUNICIPAL GOLF COURSE
ADDRESS:	1281 WEST ROXBURY PARKWAY BROOKLINE, MA 02467
UPDATED:	JULY 2019 PLANS INITIALLY CREATED. TRACKING BEGINS

# 1ST FLOOR CLUBHOUSE

SIDE C

For Official Use Only

1ST FLOOR



SIDE B

## Legend

- CONTROLLED ACCESS DOOR
- WINDOW
- KNOX BOX
- WATER DISCONNECT
- FIRE SPRINKLER DISCONNECT
- ELECTRICAL DISCONNECT
- NATURAL GAS DISCONNECT
- CAMERA
- FIRE ALARM CONTROL PANEL
- SPRINKLER STAND PIPE
- FIRE EXTINGUISHER
- FIRE ALARM PULL STATION
- FIRE DEPARTMENT CONNECTION
- AED (AUTOMATED EXTERNAL RESUSCITATOR)
- ELECTRICAL TRANSFORMER
- EMERGENCY GENERATOR
- MAIN ENTRANCE

**BE SAFE**  
TECHNOLOGIES INC.

APPROX. SQ. FOOTAGE

MAIN HALL: 1232  
CAFE: 208  
ST: 70  
KITCHEN: 342  
MEM. LOUNGE: 576  
PATIO: 925

1ST FLOOR

6

SIDE A

7 A  
SIDE D

**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

Secretary of the Commonwealth, Corporations Division  
One Ashburton Place, 17th floor  
Boston, MA 02108-1512  
Telephone: (617) 727-9640**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 0014919371. The exact name of the limited liability company is: GAMEHENGE GOLF, LLC

2a. Location of its principal office:

No. and Street:

City or Town:

Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street:

City or Town:

Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

FOOD SERVICE

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name:

CHRISTOPHER YORTY

No. and Street:

City or Town:

Country: USAI, CHRISTOPHER YORTY resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	ALEX SAENZ	
MANAGER	CHRISTOPHER JOHN YORTY	

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CHRISTOPHER JOHN YORTY	

**9. Additional matters:**

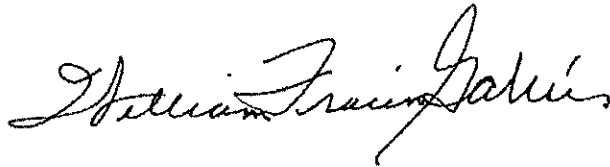
**SIGNED UNDER THE PENALTIES OF PERJURY, this 4 Day of March, 2021,**  
CHRIS YORTY

*(The certificate must be signed by the person forming the LLC.)*

## THE COMMONWEALTH OF MASSACHUSETTS

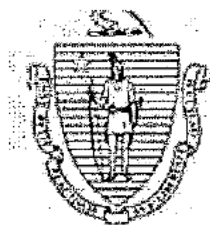
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

March 04, 2021 01:51 PM

A handwritten signature in cursive script, reading "William Francis Galvin".

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts**  
**Department of Industrial Accidents**  
**Office of Investigations**  
**1 Congress Street, Suite 100**  
**Boston, MA 02114-2017**  
**www.mass.gov/dia**

**Workers' Compensation Insurance Affidavit: General Businesses**

**Applicant Information**

**Please Print Legibly**

Business/Organization Name: Gamehenge Golf, LLC

Address: [REDACTED]

City/State/Zip: [REDACTED] Phone #: [REDACTED]

**Are you an employer? Check the appropriate box:**

1. ☒ I am a employer with 20-25 employees (full and/or part-time).\*
2. ☐ I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. ☐ We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]\*\*
4. ☐ We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

**Business Type (required):**

5. ☐ Retail
6. ☒ Restaurant/Bar/Eating Establishment
7. ☐ Office and/or Sales (incl. real estate, auto, etc.)
8. ☐ Non-profit
9. ☐ Entertainment
10. ☐ Manufacturing
11. ☐ Health Care
12. ☐ Other \_\_\_\_\_

\*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

\*\*If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

**I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.**

Insurance Company Name: \_\_\_\_\_

Insurer's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. # \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).**

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

**I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.**

Signature: [Signature] Date: 4/11/2021

Phone #: 215-534-5247

**Official use only. Do not write in this area, to be completed by city or town official.**

City or Town: \_\_\_\_\_ Permit/License # \_\_\_\_\_

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office  
 6. Other \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_



GAMEGOL-01

JDADGAR

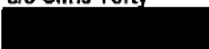
# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER License # 1780862</b> <b>HUB International New England</b> <b>300 Ballardvale Street</b> <b>Wilmington, MA 01887</b>		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext): (781) 933-2626</b> <b>FAX (A/C, No): (781) 932-6341</b> <b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A : Arbella Protection Insurance Company</b>	<b>41360</b>
<b>INSURED</b> <b>Gamehenge Golf, LLC dba Hemlock Grill</b> <b>c/o Chris Yorty</b> 		<b>INSURER B :</b> <b>INSURER C :</b> <b>INSURER D :</b> <b>INSURER E :</b> <b>INSURER F :</b>	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BLKT AI & WOS  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: Liquor Liability: \$1MIL/\$2MIL	X	X	TBI	4/15/2021	4/15/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 HIRED NON OWNED \$ 1,000,000  AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TBI	4/15/2021	4/15/2022	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY:</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TBI	4/15/2021	4/15/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES. (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Restaurant located at 1281 W Roxbury Parkway, Brookline, MA 02467. Town of Brookline listed as additional insured. Waiver of subrogation in favor of Town of Brookline. 30 days' notice provided to the Town of Brookline prior to cancellation, change, or non-renewal of the policy.

## CERTIFICATE HOLDER

## CANCELLATION

Additional Insured: Town of Brookline  
 333 Washington Street  
 Brookline, MA 02445

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE







7A  
Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

**CORI REQUEST FORM**

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

**ABCC LICENSE INFORMATION**

ABCC NUMBER: (IF EXISTING LICENSEE)	LICENSEE NAME: Gamehenge Golf, LLC	CITY/TOWN: Malden, MA
--	------------------------------------	-----------------------

**APPLICANT INFORMATION**

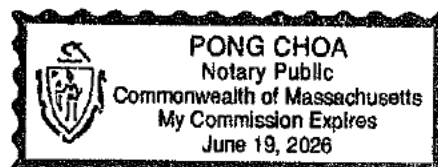
LAST NAME: Yorty	FIRST NAME: Christopher	MIDDLE NAME: John
MAIDEN NAME OR ALIAS (IF APPLICABLE):	PLACE OF BIRTH: Abington, PA	
DATE OF BIRTH: [REDACTED]	SSN: [REDACTED]	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: Ryan	DRIVER'S LICENSE #: [REDACTED]	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 6	WEIGHT: 220
		EYE COLOR: Brown
CURRENT ADDRESS: [REDACTED]		
CITY/TOWN: [REDACTED]	STATE: MA	ZIP: 02148
FORMER ADDRESS: [REDACTED]		
CITY/TOWN: [REDACTED]	STATE: MA	ZIP: 02143

**PRINT AND SIGN**

PRINTED NAME: Christopher Yorty	APPLICANT/EMPLOYEE SIGNATURE: [Signature]
---------------------------------	---

**NOTARY INFORMATION**

On this April 20, 2021	before me, the undersigned notary public, personally appeared Yorty Christopher
(name of document signer), proved to me through satisfactory evidence of identification, which were [REDACTED]	
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.	
[Signature] NOTARY	



**DIVISION USE ONLY**

REQUESTED BY: [REDACTED]
SIGNATURE OF CORI AUTHORIZED EMPLOYEE: [REDACTED]

The DCJ Identify Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCJ. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCJ via mail or by fax to (617) 660-4634.



7A  
Commonwealth of Massachusetts  
Alcoholic Beverages Control Commission  
239 Causeway Street, First Floor  
Boston, MA 02114

DEBORAH B. GOLDBERG  
TREASURER AND RECEIVER GENERAL

## CORI REQUEST FORM

JEAN M. LORIZIO, ESQ.  
CHAIRMAN

The Alcoholic Beverages Control Commission ("ABCC") has been certified by the Criminal History Systems Board to access conviction and pending Criminal Offender Record Information ("CORI"). For the purpose of approving each shareholder, owner, licensee or applicant for an alcoholic beverages license, I understand that a criminal record check will be conducted on me, pursuant to the above. The information below is correct to the best of my knowledge.

### ABCC LICENSE INFORMATION

ABCC NUMBER: <small>(IF EXISTING LICENSE)</small>		LICENSEE NAME: Gamehenge Golf, LLC	CITY/TOWN: Malden, MA
--	--	------------------------------------	-----------------------

### APPLICANT INFORMATION

LAST NAME: saenz	FIRST NAME: alex	MIDDLE NAME: R
MAIDEN NAME OR ALIAS (IF APPLICABLE):		PLACE OF BIRTH: Houston
DATE OF BIRTH:	SSN:	ID THEFT INDEX PIN (IF APPLICABLE):
MOTHER'S MAIDEN NAME: abermann	DRIVER'S LICENSE #:	STATE LIC. ISSUED: Massachusetts
GENDER: MALE	HEIGHT: 5' 11"	WEIGHT: 185
EYE COLOR: brown		
CURRENT ADDRESS:		
CITY/TOWN:	STATE: ma	ZIP: 02141
FORMER ADDRESS:		
CITY/TOWN:	STATE: ma	ZIP: 02139

### PRINT AND SIGN

PRINTED NAME: ALEX SAENZ	APPLICANT/EMPLOYEE SIGNATURE: <i>Alex Saenz</i>
--------------------------	---

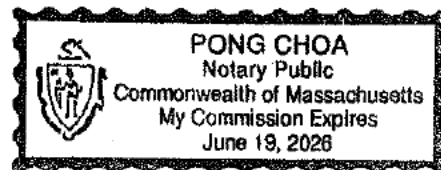
### NOTARY INFORMATION

On this April 20, 2021	before me, the undersigned notary public, personally appeared Saenz Alex	
(name of document signer), proved to me through satisfactory evidence of identification, which were Driver License		
to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.		
		 NOTARY

### DIVISION USE ONLY

REQUESTED BY:	
SIGNATURE OF CORI-AUTHORIZED EMPLOYEE	

The DCI Identity Theft Index PIN Number is to be completed by those applicants that have been issued an Identity Theft PIN Number by the DCI. Certified agencies are required to provide all applicants the opportunity to include this information to ensure the accuracy of the CORI request process. ALL CORI request forms that include this field are required to be submitted to the DCI via mail or by fax to (617) 660-4614.



# Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied and are knowledgeable about how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at [ServSafe.com](http://ServSafe.com).


We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions

		ID # 20134865 CARD # 20447585
<b>ServSafe Alcohol® CERTIFICATE</b>		
COLIN KILEY		
	NAME	
	4/15/2021	
	DATE OF EXAMINATION	
Card expires three years from the date of examination. Local laws apply.		
<p>©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association® and the arc design are trademarks of the National Restaurant Association.</p> <p>Executive Vice President, National Restaurant Association Solutions</p> <p>Sherman Brown</p> <p>This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.</p>		

**NOTE:** You can access your score and certification information anytime at [ServSafe.com](http://ServSafe.com).

If you have any questions regarding your certification please contact the National Restaurant Association Service Center at [ServiceCenter@restaurant.org](mailto:ServiceCenter@restaurant.org) or 800.765.2122 ext. 6703.

In Alaska you must laminate your card for it to be valid.



©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association® and the arc design are trademarks of the National Restaurant Association.

©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association® and the arc design are trademarks of the National Restaurant Association.



# Certificate of Completion

This Certificate of Completion of  
**eTIPS On Premise 3.1**  
For coursework completed on April 16, 2021  
provided by Health Communications, Inc.  
is hereby granted to:

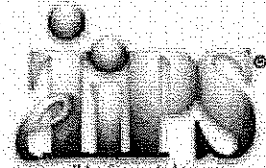
**Justin Baker**

Certification to be sent to:

**60 Fairfax St # 1  
Somerville MA, 02144-1108 USA**



HEALTH COMMUNICATIONS INC.



This document is not proof of TIPS certification. It signifies only that you have completed the course. Valid certification documents will be forwarded to you.

INVOICE NUMBER: **16N6690017**

PHONE: [REDACTED]

DATE: 4/15/2021

FAX: [REDACTED]

Bill To:

Chris Yorty  
[REDACTED]

Ship To:

Chris Yorty  
[REDACTED]

Customer PO:

Customer ID #		Payment Method	Payment Terms	Order #		
[REDACTED]		ASTER *****348		6915809		
Representative		Shipping Method	Ship Date	Due Date		
Order Taker		NOSHIP		5/15/2021		
Qty Ordered	Qty Shipped	Product	Item Description	Unit Price	Discount	Extended
1	1	SSAOLP3	ServSafe Alcohol Onlin...	\$30.00	\$0.00	\$30.00
						

Remit To:

**National Restaurant Association Solutions LLC**  
**37020 Eagle Way**  
**Chicago, IL 60678-1370**

Subtotal	\$30.00
Sales Tax	\$0.00
Shipping/Handling	\$0.00
Grand Total	\$30.00
Payment Total	\$30.00
Amount Due	\$0.00

Please reference Invoice **16N6690017**  
on your payment to ensure your account is  
updated correctly.

Invoice Service Enhancement Notice: In January 2009, invoices will be distributed via e-mail. In order to ensure that you receive these e-mails, you may need to add the domain address @restaurant.org to your safe list or address book. E-mail questions to customerservice@restaurant.org with "Invoice" in your subject line.

RETURNS: All product returns must be made within 30 days from the date of invoice. All returned products must be in unopened original and resalable condition. Custom materials are not returnable. Online products are not refundable.

All returned material must have a Return Authorization (RA) Number assigned by NRA Solutions, LLC. RA number must be prominently written on the outside of every package returned.

To inquire or to obtain an RA number contact NRA Solutions, LLC Customer Service at 800-765-2122, x 6701 (in Chicagoland 312-715-1010, x 6701; Monday through Friday 8:30am to 4:30pm CST).

For faster service, please provide your order number when contacting NRA Solutions, LLC with order, shipment and billing inquiries.  
[www.restaurant.org/www.servsafe.com](http://www.restaurant.org/www.servsafe.com)

## FW: AC Meeting

Melissa Goff <mgoff@brooklinema.gov>

Wed 5/19/2021 7:02 PM

To: Heather A. Hamilton <hhamilton@brooklinema.gov>; Raul Fernandez <rfernandez@brooklinema.gov>

Cc: Melvin Kleckner <mkleckner@brooklinema.gov>; Devon Fields <dfields@brooklinema.gov>

FYI - and for the Board packet.

-----Original Message-----

From: Carla Benka <rcvben@earthlink.net>

Sent: Wednesday, May 19, 2021 6:59 PM

To: Sand Gadsb <SGadsby@foleyhoag.com>; Kate Poverman <kpoverman@comcast.net>

Cc: Mike Sandman <msandman@brooklinema.gov>; Melissa Goff <mgoff@brooklinema.gov>

Subject: AC Meeting

WA 17, as amended approved by the AC - 23-0-3 AC also reversed itself on WA 11 and by one vote now recommends the petitioners' motion.

Carla

Sent from my iPhone

**FW: WA 11 Friedman Amendment**

Melissa Goff <mgoff@brooklinema.gov>

Wed 5/19/2021 10:21 PM

**To:** Heather A. Hamilton <hhamilton@brooklinema.gov>; Raul Fernandez <rfernandez@brooklinema.gov>

**Cc:** Melvin Kleckner <mkleckner@brooklinema.gov>; Devon Fields <dfields@brooklinema.gov>

[For the Board packet.](#)

---

**From:** Harry Friedman <spinmarty@yahoo.com>

**Sent:** Wednesday, May 19, 2021 10:20 PM

**To:** Kate Poverman <kpoverman@comcast.net>; Sandy Gadsby <sgadsby@foleyhoag.com>; Melissa Goff <mgoff@brooklinema.gov>

**Subject:** WA 11 Friedman Amendment

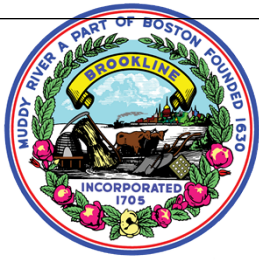
The Advisory Committee voted to support the WA 11 petitioners.

I have chosen not to move my amendment, if that is possible at this point in time.

I think anything not supported by the petitioners will just lead to a nasty fight, and I frankly don't have the stomach, despite the fact that I think TM should have had some alternative to the position of the petitioners.

Harry Friedman

TMM Pct 12, Advisory



**WARRANT ARTICLE EXPLANATIONS  
FILED BY PETITIONERS FOR THE  
MAY 27, 2021 SPECIAL TOWN MEETING**

**ARTICLE 1 & 2**

Submitted by: Deborah Brown, Luciana Schachnik, and Arthur Conquest

That these funds, an appropriation of \$765,000, to be distributed as follows:

\$765,000 earmarked for the following projects:

- WIFI Access: \$140,000 to negotiate contracts with internet providers for distance learning for BHS Students, remote health care, remote resident services and isolation
- Housing Repairs: \$625,000 for repairs to kitchens at High Street, Veterans, Trustman and Egmont
  - This figure is calculated at \$25,000 per unit to repair the units in most need of repairs
    - Only 25 of 375 units or .06 of the units will be partially updated

Here are some general Brookline economic statistics.

- 7000 Brookline households (29%) have low or moderate income;
- Over 5,000 Brookline households (27%) spend more than 30% of their income on housing;
- Only 3% of vacant rental units are affordable; and
- A median income household of four (\$113,000) can afford a rent of \$2,700, but the average 3 bedroom rent in Brookline is \$3,533.

BHA does not have the requisite funds to repair their state funded housing or cover the cost of WIFI for its residents. Some of these units are in dire need of repair, especially the kitchens and bathrooms. This budget amendment is to protect Brookline residents. We could all agree that these new funds have to come from somewhere. The amount requested, \$765,000, is modest as compared to the scope of the actual needs. BHA estimates that the total state funded housing repair costs are well over \$40m dollars and it would cost at a minimum, \$17m to repair all of the kitchens and bathrooms at state funded housing. The budget amendment no longer seeks funds to cover lost rents. It would appear that the American Rescue Plan Act will cover a portion of the unpaid rents, so this budget amendment will not seek such a sum.

"Roughly three-in-ten adults with household incomes below \$30,000 a year (29%) don't own a smartphone. More than four-in-ten don't have home broadband services (44%) or a traditional computer (46%). And a majority of lower-income Americans are not tablet owners. By comparison, each of these technologies is nearly ubiquitous among adults in households earning \$100,000 or more a year.<sup>1</sup>" This is true despite 93% of Americans having internet access.

The average internet bill is \$60 per month. That may not seem like much to some, but for others this amount is prohibitive. Internet provides any number of functions: access to health care; reduced isolation among the elderly; a means to job search; employment; and not the least of all education. In this culture you have a difficult time surviving let alone thriving absent internet connectivity.

BHA like many forward thinking organizations appropriately views internet connectivity as a utility. Public utilities- the supply of electricity, gas, water, sewerage, and phone lines – can be publicly or privately owned, but they are united by the fact that all of them are deemed essential for modern living. When Housing and Urban Development does the same, then such costs can more easily be absorbed by BHA. Presently, that is not the case. Here is why Wi-Fi <sup>33</sup> should be treated like a utility. Public utilities – the supply of electricity, gas, water, sewerage, and phone lines – can be publicly or privately owned, but they are united by the fact that all of them are deemed essential for modern living. The United Nations went so far as to declare the internet a human right as far back as 2011.

This will be the third year that residents have sought such funding at Town Meeting, yet the town has not seen fit to fund these essential services. We hope that this Town Meeting and Select Board support this meager funding request for BHA to make these essential improvements. We have also been unsuccessful in getting funds from the Select Board, despite repeated requests.

#### **Digital divide persists even as lower-income Americans make gains in tech adoption**

BY MONICA ANDERSON AND MADHUMITHA KUMAR, PEW , MAY 7, 2019  
[HTTPS://WWW.PEWRESEARCH.ORG/FACT-TANK/2019/05/07/DIGITAL-DIVIDE-PERSISTS-EVEN-AS-LOWER-INO:ME- AMERICANS-MAKE-GAINS-IN-TECH-ADOPTION/](https://www.pewresearch.org/fact-tank/2019/05/07/digital-divide-persists-even-as-lower-income-americans-make-gains-in-tech-adoption/)

<sup>2</sup> **TheDecadeinBroadband: 2020Stats & Predictions**, Tyler .April 13, 2021, BroadbandNow  
<https://broadbandnow.com/2020/04/13/the-decade-in-broadband-2020-stats-and-predictions/>

#### <sup>3</sup> **The Argument For The Internet As A Utility: Is It Time To Change How It's Delivered?**

Song Bae Tob, Forbes Technology Council June 17, 2020,  
<https://www.forbes.com/sites/forbestechcouncil/2020/06/17/the-argument-for-the-internet-as-a-utility-is-it-time-to-change-how-its-delivered/?sl=1f722e677729>

<sup>4</sup> Universal Declaration of Human Rights at 70: 30 Articles on 30 Articles -Article